

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 100	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912EE-04-T-0018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME RENEE M. CONN				b. TELEPHONE NUMBER (No Collect Calls) (601)631-5343	
9. ISSUED BY VBURG CONSOL CONTRACTING OFC 4155 CLAY ST VICKSBURG MS 39183-3435		CODE W912EE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 0782 SIZE STANDARD:\$6.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
TEL: FAX:						12. DISCOUNT TERMS	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY			
FACILITY CODE							
TEL.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

DESCRIPTION OF WORK

Provide all management, labor, equipment, fuel, transportation, tools, supplies and supervision necessary to provide mowing and trimming, plant bed maintenance, and drift removal services at U.S. Army Corps of Engineers facilities located at L. C. Boggs Lock and Dam and J. H. Overton Lock and Dam on the J. Bennett Johnston Waterway in Louisiana. All items are offered on an all-or-none basis of the total of base year and option years combined. However, this method of evaluation shall not be construed by an offeror as a guarantee that this contract will be extended under the option provisions contained here-in. Written notice of any option will be provided by the Contracting Officer to the Contractor before the expiration date of this contract.

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0001	BASE YEAR					
0001AA		12	Months	\$_____	\$_____	—
	Mowing and Trimming Services					
0001AB		12	Months	\$_____	\$_____	—
	Plant Bed Maintenance Services					
0001AC		15,000 EST	Cubic Yard	\$_____	\$_____	— EST
	Lock and Dam Drift Removal Services					
TOTAL ALL BASE YEAR LINE ITEMS					\$_____	—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0002 OPTION	FIRST OPTION YEAR					
0002AA OPTION	 Mowing and Trimming Services	12	Months	\$_____	\$_____	—
0002AB OPTION	 Plant Bed Maintenance Services	12	Months	\$_____	\$_____	—
0002AC OPTION	 Lock and Dam Drift Removal Services	15,000 EST	Cubic Yard	\$_____	\$_____	— EST
TOTAL ALL FIRST OPTION YEAR LINE ITEMS					\$_____	—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					
OPTION	SECOND OPTION YEAR				

0003AA		12	Months	\$_____	\$_____
OPTION	Mowing and Trimming Services				—

0003AB		12	Months	\$_____	\$_____
OPTION	Plant Bed Maintenance Services				—

0003AC		15,000	Cubic Yard	\$_____	\$_____
		EST		—	—
OPTION	Lock and Dam Drift Removal Services				EST

TOTAL ALL SECOND OPTION YEAR LINE ITEMS					\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	THIRD OPTION YEAR				
0004AA OPTION	Mowing and Trimming Services	12	Months	\$_____	\$_____
					—
0004AB OPTION	Plant Bed Maintenance Services	12	Months	\$_____	\$_____
					—
0004AC OPTION	Lock and Dam Drift Removal Services	15,000 EST	Cubic Yard	\$_____	\$_____
				—	EST
TOTAL ALL THIRD OPTION YEAR LINE ITEMS					\$_____
					—

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0005 OPTION	FOURTH OPTION YEAR					
0005AA OPTION	Mowing and Trimming Services	12	Months	\$ _____	\$ _____	—
0005AB OPTION	Plant Bed Maintenance Services	12	Months	\$ _____	\$ _____	—
0005AC OPTION	Lock and Dam Drift Removal Services	15,000 EST	Cubic Yard	\$ _____	\$ _____	— EST
TOTAL ALL FOURTH OPTION YEAR LINE ITEMS					\$ _____	—
GRAND TOTAL ALL YEARS				\$ _____		

DESCRIPTION/SPECIFICATIONS

STATEMENT OF WORK

FOR

MOWING AND TRIMMING, PLANT BED MAINTENANCE AND DRIFT
REMOVAL SERVICES

J. BENNETT JOHNSTON WATERWAY

**L. C. BOGGS LOCK AND DAM
J. H. OVERTON LOCK AND DAM**

**U.S. Army Corps of Engineers
Vicksburg District**

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**STATEMENT OF WORK (SOW)
FOR
MOWING AND TRIMMING, PLANT BED MAINTENANCE AND DRIFT REMOVAL**

1. DESCRIPTION OF SERVICES. The Contractor shall provide all management, labor, equipment, fuel, transportation, tools, supplies and supervision necessary to ensure that mowing and trimming, plant bed maintenance and drift removal services are performed at U.S. Army Corps of Engineers facilities located at L. C. Boggs Lock and Dam and J. H. Overton Lock and Dam on the J. Bennett Johnston Waterway in Louisiana.

1.1. Mowing and Trimming Services. The Contractor shall accomplish all mowing and trimming services to meet the requirements of this SOW and the Service Delivery Summary (SDS). The minimum mowing and trimming frequencies are established in Appendix A, Estimated Workload Data and Appendix C, mowing and trimming Services Schedule.

1.1.1. General Mowing Area. The contractor shall perform mowing and trimming operations for the areas listed in Appendix A in accordance with the schedule shown in Paragraph 1.1. of this contract. All grass, weeds, vines, and other vegetation shall be mowed or trimmed to a height of no more than 3.0 inches. The mower shall be placed on a level concrete surface. The height of cut shall be measured from the blade down to the concrete surface a total of 3 inches. The next mowing and trimming operation shall not be done until the grass has reached a height of 5 inches. The approximate acreage for mowing and trimming in each area are shown in Appendix A to this contract. Herbicide spray shall not be substituted where mowing and trimming is required. The specific locations for mowing or trimming within these areas shall be directed by the COR.

1.1.1.a Finish Mowing Area. The contractor shall perform mowing and trimming operations for the areas listed in Appendix A in accordance with the schedule shown in Paragraph 1.1. of this contract. All grass, weeds, vines, and other vegetation shall be mowed or trimmed to a height of no more than 2.0 inches. The mower shall be placed on a level concrete surface. The height of cut shall be measured from the blade down to the concrete surface a total of 2 inches. The next mowing and trimming operation shall not be done until the grass has reached a total of 4 inches. The approximate acreage for mowing and trimming in each area are shown in Appendix A to this contract. Herbicide spray shall not be substituted where mowing and trimming is required. The specific location for mowing or trimming within these areas shall be directed by the COR. Finish mowing will be obtained by using an approved finish mower.

1.1.2. Mowing & Trimming Performance Standards and Operational Limitations. The following performance standards and operational limitations apply to Contractor mowing and trimming operations:

1.1.2.1 Mowing and trimming in a given area shall be conducted concurrently so as to help maintain uniform grass height and aesthetic appearance.

1.1.2.2 Mowing and trimming operations shall not be conducted on Saturdays, Sundays, Memorial Day, Independence Day, or Labor Day and only during daylight hours as approved by the COR.

1.1.2.3 Mowing and trimming operations shall be conducted in a prudent manner to protect the grass sod, project features, equipment, buildings, trees, shrubbery, and ground cover, and also to insure the safety of all persons and equipment around the mowing operations. The Contractor shall not allow the alignment or facing of any mower discharge in the general direction of buildings, vehicles, or persons within the potential range of heavy objects, i.e., rocks and gravel, which might be thrown from the mower. All mowers shall be equipped with deflector shields at the clipping discharge points to help alleviate the safety problem associated with thrown objects. However, the use of these shields shall not relieve the Contractor of any other requirements contained in this contract, including liability.

1.1.2.4 Mower blades shall be kept sharp to help assure clean cutting and minimize grass foliage breakage and bruising as evidenced by the browning of the grass turf following mowing operations.

1.1.2.5 Prior to mowing in any area, the contractor shall inspect the area to be mowed and remove all debris, fallen limbs up to 6 inches in diameter, driftwood, stones, and litter which could be scattered by or thrown from the mower during the operation. The Contractor shall not avoid the removal of any of this material by mowing around it. Should any litter or debris be inadvertently scattered by the mowing operation, the Contractor shall immediately retrieve and dispose of this material. All material collected by this operation shall be disposed of in accordance with paragraph 1.1.8 of this contract.

1.1.2.6 The contractor shall mow and trim to a uniform height so as to maintain a uniform aesthetic appearance of the grounds.

1.1.2.7 In conducting mowing operations, the Contractor shall not cause any rutting or sod damage. Should the Contractor encounter any soft or damp areas, the mowing procedure and/or equipment shall be adjusted to prevent any rutting or sod damage. The Contractor is not relieved of any requirements for mowing and trimming in soft and damp areas.

1.1.2.8 The Contractor shall utilize trimming methods, i.e., the use of sickles, sling blades, and mechanical trimming and edgers within those locations where the use of mowing equipment potentially endangers persons, property, or natural resources. Such locations include, but are not necessarily limited to, the perimeters of buildings, posts, trees, shrubs, ground cover, sidewalks, curbs, parking blocks, telephone poles, guard rails, rip rap areas, recreational equipment, piezometer markers, ditches, drains, and culvert headwalls. The Contractor shall not use string trimmers or any similar devices to trim within a 2 foot horizontal distance from the periphery of all trees, shrubs, and ground cover; hand pulling, hoeing, sickles and/or sling blades may be used and he/she shall exercise special care in trimming around these items so as to avoid damage to the roots, bark, foliage, and vines. Also, trimming methods shall be employed within a two-foot horizontal distance from the periphery of all items described herein.

1.1.2.9 The COR may direct the Contractor to selectively not mow or trim certain areas containing vegetation that has aesthetic value, i.e., wildflowers at certain times of the year.

1.1.2.10 The Contractor may apply herbicide, in lieu of trimming, around non-living objects with prior written approval of the type, mixture, location, and method of application by the COR. The Contractor shall provide herbicide at his/her own expense. Prior to commencing any herbicide applications, the Contractor shall submit copies of certifications and licenses indicating that all herbicide applicators proposed for use on the job are qualified and licensed in accordance with State of Louisiana, and /or Federal requirements.

1.1.2.11 In the event that any mowing or trimming operation results in the production of piles of clippings or other deposits of cut vegetation which, in the COR's opinion, may result in the damage to the grass sod if left in place, then the COR may direct the Contractor to remove and dispose of such piles or deposits. All clippings removal shall be at the expense of the Contractor.

1.1.2.12 Upon completion of mowing and trimming in any area, all grass clippings and debris deposited on sidewalks and paved surfaces by the operation shall be removed by sweeping or blowing.

1.1.3 Mowing of Precipitous Slopes. The Contractor shall be aware of the hazard presented by steep and /or slippery slopes. In these areas conventional mowing methods and equipment may be dangerous due to overturning and sliding hazards. Accordingly, the Contractor shall employ specialized mowing procedures to avoid the hazard in these areas. Also, the Contractor shall exercise extra caution under these circumstances so as to minimize the hazard and prevent damage to sod.

1.1.4 Environmental, Industrial Hygiene and Health, and Hazardous Materials Requirements. The Contractor shall strictly adhere to all applicable Federal, state and local laws, regulations, and requirements

in the application of herbicide as they relate to the environment, industrial hygiene and health, and hazardous materials control and disposal. Relatedly, prior to the commencement of any herbicide application, the Contractor shall provide evidence to the COR of compliance with these laws, regulations, and requirements including copies of "applicator licenses" issued to those performing the herbicide spraying. The Contractor shall be aware that the U.S. Army Corps of Engineers establishes approved herbicide list for each project on a year-to-year basis, and the herbicide used must be on this list. Also, prior to any herbicides application the Contractor shall contact the COR for approval. Relatedly, on each day of herbicide application the Contractor shall provide the COR with post application proceedings and disposal information using the sheet at Appendix P. Prior to purchasing any herbicide, the Contractor shall contact the COR to confirm that the herbicide is on the list. As a part of the COR's review process, he may request and the Contractor shall provide a copy of the herbicide manufacturer's label, and/or other descriptive information for the product including a MSDS.

1.1.5 Dam and Dam Abutments Condition Inspection and Problem Identification. In conjunction with mowing and trimming operations on and around the dams and their abutments, the Contractor shall identify and mark with white stakes (3 feet long) all wet spots, sink holes, eroded areas, earth slides, and points of water seepage. Additionally the Contractor shall, immediately report such conditions and their locations to the COR. If the Contractor encounters a wet spot or any other indication of a problem, irrespective of the apparent significance, he/she shall immediately verbally notify the COR or his alternate of the condition, irrespective of the time of day. If neither individual can be contacted, then the Contractor shall notify the nearest Corps of Engineer employee. The Contractor and his/her employees shall not be reluctant to contact the Corps under such circumstances or to identify and mark seemingly minor problems. However the Contractor and his/her employees shall maintain composure under such circumstances and not incite panic or undue public alarm. Public notification of such circumstances shall be the responsibility of the Government. The Contractor's performance will not be considered in any way deficient due to his/her identification of a problem, which is later, ascertained to not be a problem. However, failure to report a problem will be considered to be a serious performance deficiency.

1.1.6 Weed and Grass Removal from Paved Surfaces. In conjunction with each scheduled mowing and trimming operation, the Contractor shall remove (by hand pulling) or kill (by the application of an approved herbicide) all weeds and grass growing in cracks and expansion joints in paved surfaces. Herbicides SHALL NOT be used in place of mowing and trimming services at any location(s) on the project except as authorized by this contract or the COR.

1.1.7 Materials Hauling. All materials hauling conducted by the Contractor in the performance of work under this contract shall include the use of appropriate covers, binders, and nets to prevent any material, including solid waste, from falling or blowing out of the transporting vehicles. The placement of solid waste in tied plastic bags and subsequent hauling in uncovered trucks or trailers does not, by itself, satisfy this requirement. Also, the Contractor shall be responsible for the recovery of all materials, which fall or blow out, regardless of the location. All hauling equipment and containers shall be sealed to prevent the drainage or leakage of liquids therefrom. All liquids, which accumulate in these vehicles and containers, shall be disposed of in accordance with paragraph 1.1.8. Additionally, the Contractor shall not transfer solid waste between hauling vehicles within the Corps of Engineer's property boundaries.

1.1.8 Solid Waste Disposal. For the purpose of this contract, solid waste is defined as all solid materials, trash, or other debris, which is either generated or accumulated by the Contractor in performance of this contract. The Contractor shall haul and dispose of all solid waste which he/she generated or collected in the performance of this contract to an off-project location which is approved by both the COR, and by the applicable State and/or local governmental agencies having jurisdiction over hauling and solid waste disposal operations. The Contractor shall assume all costs associated with solid waste disposal. If the Contractor utilizes any landfill which is owned or leased by a non-public entity, the Contractor must provide written evidence to the COR of appropriated State approval of the landfill prior to beginning work under this contract. If the Contractor utilizes any publicly-owned and State-approved landfill, then he/she shall present written evidence to the COR that he/she has the owner's approval to use such landfill prior to

beginning work under this contract. All trash, litter, and other solid waste material collected by the Contractor under the terms of this contract, becomes the property of the Contractor at the time it is removed from its point of origin. The point of origin is defined as the definitive point where the Contractor picks the solid waste material up, and not the general location of the recreation area or a project. Additionally, the Contractor shall not store or accumulate any solid waste within the Corps of Engineer's property boundaries.

1.2 Drift Removal. After each high water event, the Contractor shall remove debris deposited at locks and dams grounds as a result of the event. Execution of this removal shall be in accordance with paragraph 1.1.8. The debris requiring removal includes trees, limbs, stumps, roots, leaves, grass, litter, and any other foreign material deposited in these areas by the high water. Collection and removal operations shall not result in rutting or other damages to the grounds. The area includes all areas maintained by the Corps of Engineers. All material collected in accordance with this requirement shall be disposed of in accordance with paragraph 1.1.8 of this contract. Also, for the purpose of this requirement, a high water event is defined as any single rise and fall of the water level, which results in the deposition of drift at an individual, or multiple areas and/or sites located on the project. Drift may be removed and disposed of by burning in areas designated by the QAI.

1.3 PLANT BED MAINTENANCE AT L. C. BOGGS LOCK AND DAM AND J. H. OVERTON LOCK AND DAM. The contractor shall provide the following plant bed maintenance at L. C. Boggs Lock and Dam and J. H. Overton Lock and Dam.

L. C. Boggs Lock and Dam. All weeds found within the plant beds located on the office side in front of the entrance to the Administration building and also located at the Visitor's Center at the Comfort Station, and also on the recreation side in front of the rest room building, shall be removed by hand pulling in conjunction with each mowing and trimming job as directed by the COR. Also the plants will be pruned and fertilized no more than twice a year as directed by the COR and watered in conjunction with each mowing and trimming job.

J. H. Overton Lock and Dam. All weeds found within the plant beds located in front of and along each side of the Comfort Station, shall be removed by hand pulling in conjunction with each mowing and trimming job as directed by the COR. Also, the plants will be pruned and fertilized no more than twice a year as directed by the COR and watered in conjunction with each mowing and trimming job.

2. SERVICE DELIVERY SUMMARY. The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each objective. These thresholds are critical to mission success.

Performance Objective	SOW Para	Performance Threshold
Mowing and Trimming Services. Mowing and trimming services is required at all grounds in public use areas, picnic areas, playgrounds, access and circulation roads, and their right-of-way, playing fields, parking areas, plant beds, shoreline areas used by the public for fishing and earthen dams. The Contractor shall haul and dispose of any clippings, vines, limbs, or other debris which he/she has generated or collected in the performance of this contract to an off-project location approved by the COR.	1.1.	Not to exceed 2 customer complaints per month.

<p><u>Drift Removal.</u> Drift requiring removal includes trees, limbs, roots, leaves, grass, litter, foreign material and Riprap areas used by the public. All material collected in accordance with this requirement shall be disposed of in accordance with paragraph 1.1.8 or piled and burned in place.</p>	1.2.	Not to exceed 2 customer complaints per month.
<p><u>Plant Bed Maintenance.</u> All weeds found within the plant beds shall be removed by hand pulling in conjunction with each mowing and trimming job. The plants within each bed will also be watered in conjunction with each mowing and trimming job as directed by the COR. Also, the plants will be pruned and fertilized no more than twice a year as directed by the COR</p>	1.3	Not to exceed 2 customer complaints per month.

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES. Except for water, based on availability, the Government shall not provide any property, supplies, and/or services to the Contractor under the terms of this contract.

4. GENERAL INFORMATION.

4.1. QUALITY CONTROL. The Contractor shall develop and maintain a quality control program to ensure services are performed in accordance with commonly accepted commercial practices. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum the Contractor shall develop quality control procedures addressing the areas identified in paragraph 2, Service Delivery Summary.

4.2. QUALITY ASSURANCE SURVEILLANCE PLAN. Reference Contract Clause 52.212-4(a) Inspection/Acceptance. The inspection and acceptance procedures specified within this contract set forth a general policy that only the services performed by the Contractor in strict accordance with the SOW will merit payment. The Government will inspect and monitor the Contractor's performance by appointing a representative(s), Quality Assurance Inspector (QAI), to monitor performance to ensure services are received under this contract. The Government representative will evaluate the Contractor's performance through close on-site inspections and receipt of complaints from the public. The Government will also receive and investigate complaints from the public. The COR shall be responsible for initially validating customer complaints and shall make final determination of the validity of customer complaint(s) in cases of disagreement with customer(s).

4.2.1. INSPECTION REPORT FORM. The Inspection Report Form, Appendix C, will be used by the Government in advising the Contractor of performance deficiencies.

4.2.2. QUALITY ASSURANCE. The Government will monitor and inspect the Contractor's performance using any reasonable inspection method. The Government will record all surveillance observations. When an observation indicates defective performance, the COR may request the Superintendent or Contractor's Representative to initial the observation. The Government may use a combination of unscheduled, 100%, random and/or planned inspection(s).

4.2.3. QUALITY ASSURANCE SURVEILLANCE. The COR will inform the Contractor how the Government intends to inspect the contract and who is in charge of Quality Assurance. The COR will appoint authorized representative(s), Quality Assurance Inspector (QAI), to perform quality assurance inspections. The QAI will keep a daily log of all communications with the Contractor and/or Contractor Superintendent(s) or

Representative(s). The Contractor and the QAI shall coordinate work schedules and inspections to best evaluate Contractor performance.

4.2.4. CONTRACTOR DEFICIENCY REPORTS. When the Contractor fails to perform according to the performance standards, the COR will notify the Contractor in writing by issuing a Contractor Deficiency Report (CDR), stating the nature and extent of the deficiency. The Contractor shall explain in writing why performance was less than satisfactory and how to prevent recurrence.

4.2.5. EFFECT OF UNSATISFACTORY PERFORMANCE ON CONTRACT PAYMENTS. If the performance of any required service is unsatisfactory, and is the fault of the Contractor, the Contractor will immediately correct prior to proceeding to another area. Normally, reperformance will not be permitted on services required on a highly repetitive basis. Payment will not be made until all service in an area is successfully completed. Contractor will not be allowed to proceed to another area before satisfactorily completing all services at one location

4.2.6 DAILY MEETINGS WITH GOVERNMENT QUALITY ASSURANCE INSPECTOR(S). The Superintendent(s) or Contractor Representative(s) shall meet with the QAI(s), at a location or locations determined by the QAI, at the beginning of each work day to discuss contract performance and work schedules. This meeting will commence 30 minutes after the normal office opening time or at another time(s) as established by the QAI which is compatible to both the Contractor and the Government.

4.2.7. CONTRACTOR PERFORMANCE EVALUATION MEETING. The purpose of daily meetings described in Paragraph 4.2.6 may also be to hold a performance evaluation meeting. The COR will conduct such a performance evaluation meeting at a designated location not more than one full work day after a Contract Deficiency Report (CDR) is issued. Mutual effort will be made to resolve any problems identified at any meetings between the Contractor, Superintendent(s), COR and/or his/her representative(s). Written minutes of performance evaluation meetings shall be prepared by the COR or his/her representative(s) and signed by the COR and the Contractor or the Contractor Representative(s). Should the Contractor not concur with any decisions, etc. contained within the minutes, the Contractor shall state so in writing, and request a final decision by the Contracting Officer.

4.2.8. SAFETY INSPECTION. All of the Contractor's activities conducted within the project boundaries as well as his/her equipment and facilities maintained or operated within the project boundaries, are subject to inspection at any time by the Government for compliance with the safety provisions of this contract. Any violation of these provisions shall be promptly corrected by the Contractor and any Contractor equipment which is not in compliance shall be immediately removed from service until the problem is corrected. The Contracting Officer, the Contracting Officer Representative, the Alternate Contracting Officer Representative and the Quality Assurance Inspector(s) or any Government employee each have on-site authority to totally or partially suspend any of the Contractor's operation due to unsafe conditions. In the event that the unsafe conditions were either caused by the Contractor or were allowed to arise or exist by the Contractor, any work stoppages will be the responsibility of the Contractor and no requirements of this contract shall be waived.

4.2.9. REQUIRED PRESENCE OF CONTRACTOR AND/OR HIS/HER REPRESENTATIVE DURING INSPECTION. Upon written request by the Contracting Officer or the COR, the Contractor and/or his/her representative shall be present at specified inspections for the purpose of alleviating any misunderstanding concerning the contract requirements or illustrating performance deficiencies.

4.3. GOVERNMENT REMEDIES. The Contracting Officer shall follow FAR 52.212.4, Contract Terms and Conditions-Commercial Items, for Contractor's failure to perform satisfactory services or failure to correct non-conforming services.

4.4. HOURS OF OPERATION. The standard operating hours of public use areas described in this contract are from dawn to dusk, except for fishermen. Work shall be performed by the Contractor between the hours of 0630 hours and 1800 hours, unless otherwise specified in this contract.

4.5. SECURITY. The Contractor may be issued keys to access areas required for service under this contract. Keys may be issued to gates, etc. at the discretion of the COR. The Contractor is responsible for the security of any keys issued and is responsible for issuing keys only to employees who require access in the performance of their duties under this contract as well as maintaining a key inventory and key control log. In the event that a key is lost by a Contractor employee, the Contractor shall notify the COR immediately. The Contractor will be responsible for the replacement of all locks keyed accessible by the key that was lost, stolen, or misplaced. The Contractor must submit a copy of his/her key control log upon request of the COR.

4.5.1. SECURITY CHECKS. All Contractor personnel will be required to undergo a favorable adjudicated National Agency Check (NAC), per AR 380-49 Industrial Security Program, AR 380-67 Personnel Security Program; and DOD 5220.22-R Industrial Security Regulation. This is to be initiated within ten (10) working days of employment. Initiation occurs when the Security Manager, Vicksburg District, receives a correctly Completed Standard Form 86 (Questionnaire for National Security Positions), two (2) completed FD-258's (Fingerprint Card), and proof of citizenship (Birth Certificate, U.S. Passport, Certificate of Naturalization, Certificate of Release or Discharge from Active Duty (DD Form 214)).

4.5.2. EMPLOYEE SUITABILITY DETERMINATIONS. Each employee of the Contractor providing on-site services shall be the subject of a suitability determination by the Government. This suitability determination also will include all officers of the firm who regularly participate on-site in the work associated with this contract. Upon request of the Contracting Officer or COR, the Contractor shall furnish a consolidated list of all such personnel employed under the contract. The term "suitability" as used in this contract means a determination by the Government that the employee meets the Government's requirements as specified in the contract for employment as far as reliability, integrity and personal habits are concerned. Unless specifically authorized by the Government, employees will not be allowed to perform duty under the contract until a favorable suitability determination has been made. In addition, the granting of a temporary authorization by the Government to allow an employee to perform under the contract pending completion of the suitability determination shall in no way preclude or bar the withdrawal or termination of such action by the Government. Industrial Security Regulation, DOD 5220.22M, is available for review in the Vicksburg District Security Office, Vicksburg, Mississippi.

4.6. SPECIAL QUALIFICATIONS. The Contractor shall provide a Superintendent who shall be responsible for the performance and supervision of the work and employees to be accomplished under the SOW of this contract. The Superintendent shall have the authority to represent the Contractor and make decisions on behalf of the Contractor concerning contract matters. The name of this Superintendent, and alternate(s), who shall act for the Contractor when the Contractor is absent shall be designated in writing to the Contracting Officer in accordance with Paragraph 5.18. The Superintendent(s) shall be physically present when work is being performed. When work is being performed simultaneously at more than one area, a Superintendent is required to be present at each area where work is to be performed. It may be necessary to have more than one Superintendent working at one time. The Superintendent shall deal directly with the COR or a designated representative for day-to-day administration of contract requirements.

4.6.1. SUPERINTENDENT AUTHORITY. The Superintendent(s) shall have full authority to direct the work of employees and to obtain supplies and equipment necessary to complete the work as required by this contract. Superintendent(s) may also be appointed Contractor Representative(s) and/or Alternate(s) by the Contractor in accordance with Paragraph 5.17.

4.6.2. COMMUNICATIONS. The Superintendent(s) must be able to read, write, speak and understand English. The Contractor shall provide mobile cellular telephones in all Contractor supervisory and quality control vehicles including the Superintendent(s), for communication purposes with Government personnel.

4.6.3. CONTRACTOR POINTS OF CONTACT. The Contractor shall, prior to beginning operations under this contract and thereafter on a continuing basis, keep the COR informed of the cellular and home telephone number(s) and addresses where the Contractor or his/her Official Representative(s) and Superintendent(s) may be contacted at any time.

4.6.4. EMPLOYEES. The Government has the right to restrict the employment under the contract of any Contractor employee, or prospective Contractor employee, who is identified as a potential health, safety, or security threat to themselves or others. All employees must comply with Title 36, Chapter III, Part 327, CFR and all local and state laws.

4.6.5. CONTRACTOR RESPONSIBILITY FOR EMPLOYEE CONDUCT. The Contractor shall be responsible for the conduct of all Contractor employees and shall inform the COR of any complaints received by the public regarding any Contractor employees conduct, appearance, or performance.

5. SPECIAL CONTRACT REQUIREMENTS.

5.1. PERIOD OF CONTRACT: The period of this contract shall be from date of notice to proceed thru 365 days thereafter (366 days in leap year), unless extended in accordance with the contract clause Option To Extend The Term of The Contract.

5.2 PAYMENTS. Reference Contract Clause 52.212-4(i) entitled Payment, Payment Adjustment, paragraph 5.2.3, and other payment procedures defined in this section of the contract. Partial payments will be made monthly in accordance with provisions of this paragraph for services and supplies furnished and accepted. Monthly invoices shall include a listing of services performed and corresponding to the format used in the Bidding Schedule. Invoices shall be submitted as indicated in Appendix E.

5.2.1. EFFECT OF DATE OF WORK START ON PAYMENT. In the event that the date of work start is later than the first day of the month, payments to the Contractor will be prorated on the basis of the work contained in the partial month. In such instances the Government will notify the Contractor of the appropriate invoice amount. By execution of this contract, the Contractor agrees that the Government is not obligated to provide reimbursement for any cost incurred before work begins or for any work not performed by the Contractor.

5.2.2. PAYMENT ADJUSTMENTS ASSOCIATED WITH DEFICIENCY CORRECTION. In the event that the Government corrected Contractor performance deficiencies, and the Contracting Officer advised the Contractor of this action in accordance with Contract Clause 52.212-4(a) entitled Inspection/Acceptance, the Government may charge the Contractor for the related costs. In this instance, the Contractor shall include the cost of the deficient work in the invoice, and the Government will deduct from the invoice amount the total related cost of deficiency corrections. The actual Government costs for correcting deficiencies may be affected by available resources, time of performance, travel distance, number of deficiencies corrected by a single crew, and the extent of the deficiencies. Also, corrective work performed may include only certain aspects of the requirements of this contract and exclude other aspects due to limited resources to perform such work.

5.2.3 PAYMENT ADJUSTMENT FOR PARTIAL PERFORMANCE. If for any reason, an actual performance is less than the total performance acreage, payments for mowing and trimming services will be computed using a proportioning factor shown below.

$$\text{Adjusted Payment} = \frac{(\text{Total Acres for Work Performed})}{(\text{Total Acres of Work Scheduled})} \times \text{Bid Amount for Full Period}$$

5.2.4 FAILURE TO PROVIDE SUPERINTENDENT(S) AND MEET ADMINISTRATIVE REQUIREMENTS OR PROVIDE SERVICES. Should the Contractor fail to provide an on-site Superintendent or fail to meet the administrative requirements or provide the services of this contract, the Government may make deductions from the payment due the Contractor.

5.2.4.1 DEDUCTION SCHEDULE. These deductions may be made from payment due the Contractor by the Government should the Contractor fail to provide a Superintendent(s) and/or meet the administrative requirements or provide the services of this contract:

FAILURE TO:	DEDUCTION
Provide authorized Superintendent(s) on-site and available when work is in progress	\$100.00/day
Attend performance evaluation meeting	\$50.00/day
Submit accident, incident, and damage reports within allowable time-frame	\$25.00/day
Maintain required Federal, State, and local licenses and permits	\$25.00/day
Respond to deficiency reports within allowable time-frame	\$25.00/day
Submit quality control reports within allowable time-frame	\$50.00/day
Maintain mobile cellular phone service in Superintendent(s) vehicle	\$50.00/day Per Supt.

5.3. PERMITS AND RESPONSIBILITIES. The Contractor shall, without additional expense to the Government, be responsible for obtaining any and all necessary licenses and permits, and complying with any applicable Federal, State, or local laws, codes or ordinances, in connection with the performance of this work.

5.4. SUPERINTENDENCE BY THE CONTRACTOR. During the performance of work under this contract, the Contractor shall at all times give his/her personal superintendence to the work and/or provide sufficient superintendence, in the opinion of the Contracting Officer, to insure proper, sufficient, and safe performance.

5.5. STORAGE SPACE. No storage space is available within property boundaries for Contractor use.

5.6. CONTRACTOR'S LIABILITY FOR GOVERNMENT PROPERTY. By executing this contract, the Contractor agrees to be liable for all damage, destruction, theft, or loss of Government property and materials caused, in whole or in part, by his or her employees. Such property includes, but is not limited to buildings, vehicles, equipment, fixtures, materials, supplies, natural resources, and other project features. In such an event, the Contractor shall either make payment to the Government for such damage or loss in the amount determined by the Contracting Officer, or replace or repair the damaged property to the satisfaction of the Contracting Officer, or replace destroyed or stolen property to the satisfaction of the Contracting Officer.

5.7. CONTRACTOR'S LIABILITY – DAMAGE TO PROPERTY OR INJURY TO PERSONS. By the execution of this contract, the Contractor agrees to hold and save harmless the United States from all claims for damages to property or injuries to persons which may arise from or be incident to the performance of work under this contract, including the property of the Contractor or injuries to the Contractor's officers, agents, or employees caused, in whole or in part, by the willful acts of negligence of the Contractor or his officers, agents, or employees and the United States shall not be responsible for such damages or injuries.

5.8. SAFETY.

5.8.1. CORPS OF ENGINEERS SAFETY MANUAL. The Contractor shall maintain at least one copy of the current issue of Corps of Engineers manual EM 385-1-1 at each general location where work is to be performed. The Corps of Engineers manual EM 385-1-1 is distributed in electronic format on the internet at the website [http:// www.hq.usace.army.mil](http://www.hq.usace.army.mil). The Contractor is responsible to download Corps of Engineers manual EM 385-1-1. The Government will not supply the Contractor with copies of this manual. The Contractor shall strictly comply with this manual as it relates to his/her activities under this contract and also routinely discuss applicable provisions of this manual with all employees.

5.8.2. REQUIREMENTS CONCERNING FIRST-AID AND CPR AVAILABILITY. The Contractor shall insure that at each employee of each work crew possesses valid first-aid and cardiopulmonary resuscitation (CPR) credentials meeting the requirements of Paragraph 03.A.02 of EM 385-1-1. The Contractor shall also insure that each work crew is supplied with a First Aid Kit that meets the requirements of Paragraph 03.B.01 and 03.B.02 of EM 385-1-1. For the purpose of this requirement, a work crew is defined as two or more individuals engaged in contract performance at a location more than a mile distant from any other contractor personnel at any time.

5.8.3. OCCUPATIONAL HEALTH AND SAFETY ACT. This contract is subject to the provisions of the Safety and Health Regulations for Construction and Occupational Safety Standards which are published by the Department of Labor under authority of Public Laws 91-54 and 91-596. The Contractor shall maintain all applicable provisions of these regulations as they relate to the activities under this contract.

5.8.4. ACCIDENT PREVENTION PROGRAM. The Contractor shall prepare and submit an original and two copies of his/her accident prevention program to the Contracting Officer for approval. This program shall include the following items, and Notice-To-Proceed shall not be issued until this program is approved.

5.8.4.1. PART I. A statement of the company policy concerning accident prevention and any other guidance statements normally furnished new employees.

5.8.4.2. PART II. A fully completed and signed accident prevention program administrative plan, LMV Form 358-R. Blank forms are found at Appendix K and may be reproduced as necessary.

5.8.4.3. PART III. A fully completed and signed accident prevention program job hazard analysis, CEMVK 385-359-R located in Appendix L. This analysis should address all phases of work with specific attention to identifying all potential hazards associated with each individual job circumstance that may be encountered in the performance of such work. Blank forms may be reproduced as necessary. As a minimum requirement, the Contractor shall include the equivalent of the phases of work, safety hazards, and prescribed precautionary actions shown in Appendix M.

5.8.5. WEEKLY EMPLOYEE SAFETY MEETING. The Contractor shall conduct an organized safety meeting of a duration not less than fifteen minutes for all employees involved in the performance of work associated with this contract, on a frequency of at least one time every seven working days. The meetings shall address the safety requirements of this contract, and records of such meetings shall be furnished to the COR on a monthly basis. These records shall include a list of attendees, by name, and a summary of items discussed at each meeting. Also, the Contractor shall furnish to the COR the time(s), date(s), and location(s) of the meetings. Subsequently, if there is any change in this information, the Contractor shall notify the COR immediately. The Government reserves the right to attend such meetings.

5.8.6. EMPLOYEE SAFETY AWARENESS. In order to help promote employee safety awareness, the Contractor shall insure that each employee reviews the Accident Prevention Program Administrative Plan and the Accident Prevention Activity Hazard Analysis prior to beginning work, and at least on a monthly basis thereafter. The Contractor shall maintain a record of such review by each employee's signature and date of review. A copy of this record shall be furnished, together with copies of his/her invoices, to the COR on the same frequency as such invoices are submitted.

5.8.7. MANDATORY USE OF SEAT BELTS. All vehicles used by the Contractor in the conduct of this contract, shall be equipped with seat belts and anchorages meeting the requirements of 49 CFR 571 (Department of Transportation Federal Motor Vehicle Safety Standards). All drivers and passengers of these vehicles and equipment shall wear these seat belts in the fastened position at all times; and, such equipment shall be maintained in proper working order.

5.8.8. HANDLING OF MATERIALS. The Contractor shall comply with applicable regulations of the U. S. Army Corps of Engineers, pertaining to handling of materials, equipment, fuel, and supplies.

5.8.9. EQUIPMENT OPERATOR TRAINING. The Contractor shall insure that operators of any equipment are trained for the proper and safe operation of the equipment.

5.8.10. ACCIDENT AND INCIDENT REPORTING. The Contractor shall report the following accidents and incidents within 24 hours of occurrence to the COR:

- a. All accidents and incidents resulting in damage to Government property, including natural resources such as trees.
- b. All accidents and incidents occurring within the bounds of Government property and involving members of the public and/or private property.
- c. All accidents and incidents resulting in damage to the Contractor's property when the cumulative damage cost exceeds \$1,000.00.
- d. All accidents and incidents resulting in loss of human life should be reported to the COR immediately.
- e. All accidents and incidents resulting in a lost-time accident. For the purpose of this requirement, a lost-time injury is defined as one which causes an employee to be unable to return to work on the next regularly scheduled work shift. In the event that an accident or incident occurs which meets any of these reporting thresholds, the Government reserves the right to investigate the accident or incident and/or obtain additional related information from the Contractor. The Contractor shall cooperate fully with the Government in supplying needed information to include availing his/her involved employees to interviews by Government investigators.

5.8.11. REPORTING EMPLOYEE EXPOSURE INFORMATION. On a monthly basis, the Contractor shall provide to the COR the total number of man-hours worked in the performance of services under this contract. This information shall be provided in writing and shall be furnished on the first working day of each month for the exposure incurred in the preceding month.

5.9. CONTRACTOR FURNISHED SUPPLIES. The Contractor is responsible for furnishing all supplies required for the execution of this contract. All supplies must meet the approval of the COR, and also conform to the following standards. Prior to the issuance of Notice-To-Proceed, the Contractor shall furnish samples of all supply items to the COR for his/her approval.

5.10. HERBICIDES. All herbicides shall be those which are commercially available and approved for use by State and Federal environmental protection agencies. The use, handling, and storage of these materials shall be in strict accordance with directions on the container label, as well as applicable State and Federal regulations. Also, the transportation and disposal of insecticides, herbicides, pesticides, and their containers shall be in accordance with applicable State and Federal laws and regulations governing these activities. As in the case of other solid waste generated or collected in the performance of this contract, disposal of insecticides and herbicides and their containers shall be at an off-project location which is approved by both the COR and applicable Federal, State, and local governmental agencies having jurisdiction over the activities. The Contractor shall assume all costs associated with waste disposal.

5.11. CONTRACTOR'S PERSONNEL AND EQUIPMENT. During the period of this contract, the Contractor shall always provide a sufficient number of qualified personnel and functional equipment to perform the services required. Also, the Contractor shall maintain standby personnel and equipment capability sources such that neither the absence of personnel nor the breakdown of equipment shall adversely affect the timely performance of work under this contract. A failure to provide a sufficient number of personnel or operable equipment which thereby results in the Contractor's failure to provide timely work performance, as determined by the Contracting Officer, may be considered a breach of contract and result in default of this contract. The Government also reserves the right to perform this work by its own employees or facilities or by other procured means in accordance with Contract Clause 52.212-4(a) entitled Inspection/Acceptance.

5.12. PRE-WORK CONFERENCE. Prior to beginning any work under this contract, the Contractor shall meet formally with the COR at a time, date, and location established by same for the purpose of coordinating the initiation of work. The Contractor and his/her Authorized Representative (if one is to be appointed) and Superintendent(s) shall be present at this meeting. Also, if not submitted before this time, the Contractor shall bring the following items to this conference for approval by the COR:

- a. Fully completed safety plan and activity hazard analysis.
- b. Letter designating Contractor Official Representative(s), Superintendent(s) along with their name(s), address(s), home and cellular telephone numbers.
- c. Copies of the first-aid and CPR credentials of all Contractor employees.

5.13. CONTRACTING OFFICER'S AUTHORIZED REPRESENTATIVE. For the purpose of this contract, the Contracting Officer will designate in writing an Authorized Representative (COR) with authority limited to the terms and conditions of this contract. Also, in the absence of the COR, an alternate COR will be designated to act in the COR's behalf with the same authorities and limitations thereto. Neither the COR nor his/her alternate has the authority to issue any change or modification to the terms or conditions of this contract.

5.14. APPEARANCE AND CONDUCT. At the Contractor's expense, the Contractor shall provide all employees shirts of the same color with the Contractor's company name and/or logo on the upper left front side of shirt with the employee's first and last names permanently affixed to the front upper right side of the shirt. The Contractor shall insure that all his/her employees involved in the execution of this contract wear clothing which is sufficient and suitable in the opinion of the COR. Sufficiency, normally will consist of a company shirt, long pants, and safety footwear. The Contractor shall insure that all of his/her employees wear appropriate safety equipment conforming to the requirements contained in Paragraph 05.A Corps of Engineers Safety Manual when required. Any headgear worn by contractor employees shall have the Contractor's company name and/or logo and the employee's last name imprinted or otherwise affixed in a permanent fashion thereon in a manner that makes it plainly visible and readable. The Contractor shall also imprint or otherwise affix his/her company name to all mobile equipment used in the performance of this contract in a manner that makes it plainly visible and readable. The Contractor shall insure that his/her employees are always courteous in their contact and communications with both Government employees and members of the public.

5.15. APPEARANCE AND PHYSICAL CONDITION OF CONTRACTOR EQUIPMENT AND VEHICLES. The Contractor shall maintain the appearance and physical condition of all equipment and vehicles so that they are not offensive from visual, olfactory, and auditory standpoints. All Contractor equipment and vehicles shall not, in the opinion of the COR, emit excessive smoke, fumes, or other unpleasant odors. All vehicles and equipment shall be fully painted and be kept clean and uncluttered. They shall also be equipped with exhaust mufflers, and have all safety-related equipment in a fully operable condition. For vehicles, turn signals, brake lights, head lights, horn, tires, windshields and glass, windshield wipers, brakes,

seat belts, and emergency warning flashers shall all be fully operable and in a safe condition. Upon request by the COR, the Contractor shall avail any and all of his/her equipment and vehicles to the COR for his/her inspection. However, such inspection shall not relieve the Contractor of any of his/her requirements for inspection and compliance with applicable Federal, State, and local laws, regulations, and requirements. Also, by the conduct of such inspections and/or the acceptance of the conditions of any of the Contractor's equipment, the Government neither warrants the safety or serviceability of the equipment nor assures any liability or responsibility for damages caused by the failure of this equipment. All vehicles and trailers shall have valid State license plates and inspection stickers when such are required by State or local laws and regulations.

5.16. UNAUTHORIZED CONTRACTOR ACTIVITIES. Notwithstanding local, State, and Federal laws, regulations, and ordinances, the following activities by the Contractor, his/her officers, agents, servants, employees, or sub-contractors are expressly prohibited:

5.16.1. The conduct of any public or private business within the confines of the project boundaries which is not directly related to the conduct of this contract, including the sale of any goods or services to the public. However, this is not to preclude the provision of services to commercial concessionaires so long as they do not impact negatively upon the performance of services under this contract. The Government will not be a party to any arrangements or contracts between the Contractor and commercial concessionaires operating within the project boundaries.

5.16.2. The offering, acceptance, or solicitation of any gratuities or favors to or from Government employees, or a member of the public for any reason or under any circumstances.

5.16.3. The consumption of any alcoholic beverages during the occupation of Government owned buildings or the conduct of work under this contract.

5.16.4. The unauthorized use of any controlled substance within the confines of the project boundaries and/or during the conduct of work under this contract.

5.17. INSURANCE REQUIRED. (The following clause is applicable if the services involved are performed on a Government Installation. Government Installation is defined as property where the Government holds by fee simple title, by construction right-of-way, or perpetual easement, etc., an interesting real property.) See Contract Clause entitled, "Insurance-Work on a Government Installation."

5.17.1. The Contractor shall maintain during the entire period of his/her performance under this contract the following minimum insurance:

5.17.1.1. WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Contractor shall comply with all applicable Workman's Compensation Statutes of the State of Louisiana and shall furnish evidence of employer's liability in the amount of not less than \$100,000.

5.17.1.2. GENERAL LIABILITY INSURANCE. Bodily injury liability insurance in the minimum amount of \$500,000 per occurrence and property damage insurance of \$20,000 per occurrence with both on the compensation form of policy.

5.17.1.3. AUTOMOBILE LIABILITY INSURANCE. Minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. This insurance shall be on the comprehensive form of policy and shall cover the operation of all vehicles used in the performance of this contract.

5.17.2. CERTIFICATION OF INSURANCE. Within 7 calendar days after date of contract award, the Contractor shall furnish to the Contracting Officer, a certification of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any

material change in the policies adversely affecting the interest of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State of Louisiana, and in no event less than thirty (30) days after written notice thereof is provided to the Contracting Officer. In the instance of automobile liability insurance, certificates of insurance shall be provided to the Contracting Officer for each vehicle used in the performance of work under this contract. These certificates shall bear identification of the vehicle including make, model, and vehicle identification number (VIN). Vehicles for which certificates of insurance have not been provided to the Contracting Officer or for which certificates of insurance have expired shall not be used in the performance of work under this contract.

5.17.3. APPLICABILITY TO SUBCONTRACTS. The Contractor agrees to insert the substance of the clauses contained within Paragraph 5.17., including this clause, in all subcontracts hereunder.

5.18. CONTRACTOR REPRESENTATIVES. The Contractor may at his/her option appoint authorized on-site representative(s) and/or alternate(s) thereto, to act on his/her behalf in the conduct of on-site communications and business transactions with the COR or his/her representative(s). The Contractor shall provide written notification to the COR giving the names and phone numbers of the duly appointed representative(s) or alternate(s) as described in Paragraph 4.6. During the term of this contract the Contractor shall notify the COR in writing of any changes to the Contractor's authorized representative(s) and/or alternate(s) list. The Government shall not conduct contract business with anyone other than the Contractor or his/her authorized representative(s). This paragraph does not relieve the Contractor of providing on-site superintendent(s) as described in paragraph 4.6., however the Contractor may appoint a superintendent(s) as his/her representative(s) and/or alternate(s).

5.19. NOTICE-TO-PROCEED AND PREREQUISITES THERETO. The Notice-To-Proceed will be issued in writing by the Contracting Officer subsequent to the Contractor's satisfactory completion of all prerequisite requirements. The Contractor shall begin scheduled work 5 calendar days after date of receipt of Notice-To-Proceed unless he/she has been asked by the Government and he/she agreed to waive either all or part of the 5 days before beginning work. A summary of the prerequisite requirements to issuance of Notice-To-Proceed is furnished as follows:

5.19.1. Contractor submittal of acceptable evidence of insurance and approval by the Contracting Officer.

5.19.2. Contractor submittal of an acceptable Accident Prevention Program and approval by the Contracting Officer or COR.

5.19.3. Contractor submittal of acceptable initial work schedules to the COR.

5.19.4. Contractor designation and phone numbers of Authorized Representative(s) and/or Alternates and/or Superintendent(s).

5.19.5. Contractor submittal of a schedule of employee safety meetings to the COR.

5.19.6. Contractor furnishment of evidence of acceptable arrangement to use a State-approved sanitary landfill to the COR.

5.19.7. Satisfactory Contractor participation in the Pre-Work Conference.

5.20. VARIABLE SITE CONDITIONS. All prospective offerors are expected to visit the work sites and observe the condition of the facilities and areas to be serviced, the travel distances between the areas, and the associated logistical and capability requirements necessary to perform these services in a timely manner. The Government does not warrant that either the past or the present level of cleanliness or services will be present at the time that work begins. Therefore, the Contractor may expect that the initial workload can exceed that required for routine servicing due to accumulations brought about by low levels of service. The Government will provide personalized tours of facilities or areas for prospective offerors, and assistance by

project personnel subject to their availability as determined by the COR. In no event shall the failure to inspect facilities constitute grounds for a claim after contract award.

5.21. RECOVERY OF LOST PERSONAL PROPERTY. Except as provided herein, the Contractor shall immediately recover and furnish any and all personal property found by his/her employees during the conduct of work under this contract to the COR. If the Contractor feels that a particular circumstance does not lend to recovery or would otherwise place him/herself in liability by recovery, then the property shall be left alone and immediately reported to the COR.

6. APPENDICES.

- A. Description of Areas Requiring Mowing and Trimming Services**
- B Contractor's Mowing and Trimming Services Performance Schedule**
- C. Inspection Report Form**
- D. Hazardous Materials Spill Prevention, Containment, And Disposal Plan**
- E. Contract Administrative Data**
- F. Assessment of Work Understanding**
- G. Annual Staffing Plan**
- H. Direct Labor Costs**
- I. Contractor Furnished Equipment**
- J. Acquisition/Utilization Agreement**
- K. Accident Prevention Program
Administrative Plan, LMV Form 358-R**
- L. Accident Prevention Program
Accident Prevention Analysis, LEMVK 385-359-R**
- M. Mandatory Job Hazard Analysis**
- N. Instructions, Conditions and Notice to Offerors**
- O. Evaluation Factors for Award**
- P. Herbicide Post-Application Documentation Form**

APPENDIX A

DESCRIPTION OF AREAS REQUIRING MOWING AND TRIMMING SERVICES

Area Name	Approximate Acreage	Description
L. C. Boggs Lock and Dam Office Side	83.8 General Mowing 8.6 Finish Mowing	Areas to be mowed include the grounds from the shoulders of the access road, gravel road, circulation road, and service road to the edge of the water, top of the riverbank, riprap, and edge of willows and uncut vegetation. Trimming will be required around the mailbox, culverts, stoplogs storage area, and the grassy islands around the office and comfort station. Mowing will also be required inside the fenced water treatment facility.
L. C. Boggs Lock and Dam Recreation Side	69.0 General Mowing 4.3 Finish Mowing	Areas to be mowed include the grounds from the shoulders of the access and circulation roads to the edge of the water, barbed wire fence, riprap, and the edge of the willows and uncut vegetation. Mowing will be required on the playing field, around oxidation pond, and grounds within the day use area.
J. H. Overton Lock and Dam Office Side	63.2 General Mowing 2.1 Finish Mowing	Areas to be mowed include the grounds from the shoulder of the access, gravel, and circulation roads to the barbed wire fence, edge of the water, riprap, and edge of the woods.
J. H. Overton Lock and Dam Recreation Side	38.7 General Mowing 2.3 Finish Mowing	Areas to be mowed include the grounds from the shoulders of the access, circulation, and service road to the barbed wire fence, edge of the water, riprap, and edge of woods and uncut vegetation. Service will be required on the grassy islands and around the oxidation pond, and grounds within the day use area will be trimmed.

APPENDIX B

CONTRACTOR'S MOWING AND TRIMMING AND DRIFT REMOVAL SERVICES PERFORMANCE SCHEDULE

CONTRACT NO: DACW38-____-P-_____

EFFECTIVE STARTING DATE:_____

EFFECTIVE ENDING DATE:_____

[illegible]

Submitted By	Date

Received By	Date

APPENDIX C

PAGE ____ of ____ DATE OF INSPECTION _____

Inspection Report Form

CONTRACT NO.: DACW38-_____-P-_____

Location	Inspection Times		Facility/Service Inspected	Results	✓	
	Begin	End			Met	Not Met

Inspector (QAI)	Date

Received By: (COR)	Date

APPENDIX D

HAZARDOUS MATERIAL SPILL PREVENTION, CONTAINMENT AND DISPOSAL PLAN

I. GENERAL DESCRIPTION:

1. Contractor Name.
2. Job Description.
3. Job Location.
4. Work Date (s).
5. Chemical (s) to be used .

II. STORAGE PLAN:

1. Storage Location. (No storage on Government Property.)
2. Storage Location Description (Check all that apply to your storage area):
 - ☐ Cool, dry area insulated against freezing or overheating.
 - ☐ Well-ventilated.
 - ☐ Well-lighted.
 - ☐ Fireproof.
 - ☐ Cement floor.
 - ☐ Door locked and warning signs posted.
 - ☐ All chemicals in original containers.
 - ☐ Additional features.

III. SPILL MONITORING/PREVENTION PLAN:

1. Check all items that apply.
Storage Area:
 - ☐ Area has detergent, hand cleaner and water.
 - ☐ Area has absorbent materials such as clay, sawdust, and paper to soak up spills.
 - ☐ Area has a shovel, broom and dustpan.
 - ☐ Area has a fire extinguisher rated for ABC fires.
 - ☐ Area has chemicals elevated on pallets to monitor for spills.

2. Mixing Area:

- ☐ Protective clothing and equipment is worn.
- ☐ Equipment is checked for proper performance prior to mixing.
- ☐ Outdoor mixing area has a spill containment device on which the chemicals is mixed - spill kit such as plastic tarp with means to elevate the edges, absorbent material such as soil, sawdust, clay or rags to soak up chemical, and a leak proof container for disposal.
- ☐ Chemical container is kept below eye level when pouring.
- ☐ Measure carefully and mix only the amount needed.
- ☐ Stand so that the wind does not blow chemical toward your body.
- ☐ Close containers after use.
- ☐ Pesticide containers are properly secured when transporting.

IV. SPILL CLEANUP PLAN

Check all items that apply.

1. Minor Spill:

- ☐ Keep people away from spilled chemicals.
- ☐ Rope off area and flag it to warn people.
- ☐ Do not leave the area unless someone is there to confine the spill and warn of danger.
- ☐ If the chemical was spilled on anyone, wash it off immediately.
- ☐ Confine the spill. If it starts to spread, dike it up with sand or soil.
- ☐ Use absorbent material such as soil, sawdust, or an absorbent clay to soak up the spill.
- ☐ Shovel all contaminated material into a leak proof container for disposal.
- ☐ Do not hose down the area.

2. Major Spill:

- ☐ Repeat the first five steps under minor spill plan.
- ☐ Notify the COR or his/her representative.
- ☐ If the spill is on a state highway, call the highway patrol, or the state highway department.
- ☐ If the spill is on a parish road or a city street, call the parish sheriff, or city police.

☐ If water is contaminated, notify the state health officials, the regional, state, or federal water quality or water pollution authorities, and the state fish and game agency.

V. DISPOSAL PLAN

Check all items that apply.

☐ Complete Post Application Form to include disposal information.

1. Excess Pesticides:

☐ Use as directed on the label.

☐ Take the pesticides to a landfill operating under EPA or state permit for pesticide disposal (most solid waste landfills are not suitable. If you cannot dispose of them right away, safely store the pesticides until you can.

2. Containers:

☐ No Containers or chemicals will be left at the site.

☐ Do not use chemical containers for other use.

☐ Triple rinse empty containers of chemicals.

3. Burnable Containers:

☐ You may burn small numbers of them if permitted by state and local regulations.

☐ You may take them to a landfill operated under EPA or state permit for pesticide disposal.

4. Nonburnable Containers (metal, plastic, or glass):

☐ Triple rinse empty containers.

☐ Large containers in good shape may be accepted by your supplier, a pesticide manufacturer or formulator, or a drum reconditioner.

☐ Send or take them to a place that will recycle them as scrap metal or dispose of them for you.

☐ All tripled rinsed containers may be crushed and buried in a sanitary landfill in accordance with state and local standards.

5. Containers Which Held Chemicals or Inorganic Pesticides:

☐ Triple rinse empty containers.

☐ Use rinse water in spray tank or other labeled targets.

☐ If the containers are not rinsed, take them to a landfill operating under EPA or state permit for pesticide disposal.

☐ Bury the rinsed containers in a sanitary landfill.

APPENDIX E

CONTRACT ADMINISTRATIVE DATA

Invoice Submission. Invoices initiated for payment under this contract shall be submitted to:

The original and two copies of each invoice shall be concurrently furnished to:

COR
U.S. Army Corps of Engineers
Monroe Navigation Project Office
3505 South Grand Street
Monroe, Louisiana 71202-5273

Payment to the Contractor will be made by:

USACE Finance Center
ATTN: CEFC-AO-P
5722 Integrity Drive
Millington, Tennessee 38054-5005

DESIGNATED BILLING OFFICE. The designated billing office for this contract shall be:

Monroe Navigation Project Office
3505 South Grand Street
Monroe, Louisiana 71202-5273

ACCOUNTING AND APPROPRIATIONS.

96x3123 O&M GEN CE, C,

Funded Work Item

Work Category Code

APPENDIX F

ASSESSMENT OF WORK UNDERSTANDING

L. C. Boggs Lock and Dam

J. H. Overton Lock and Dam

The following is a list of questions and information requests concerning on-site performance. You should provide responses to these questions which represent, in-part, your proposal to accomplish the required services. If more space is needed to answer a discussion question than is provided, please continue on a separate sheet of paper.

1. What will be the make-up of the work crews for accomplishing the normal non-holiday work? Please furnish your response in the format shown on the next two pages. Two pages are provided to avail sufficient space for your reply. However, this number of pages is not meant to imply that four crews are required. The following instructions apply to the completion of this form.
 - a. The effective performance period should be the period that the crew size and assignments remain unchanged. If a crew or their assignments change, then it should be re-listed with the changes shown and a new effective period. An example effective period is "Nov - Feb".
 - b. Each crew should be given a letter designation; i.e., A, B, C, etc. If a crew size or their responsibilities are changed, it should keep its original letter designation.
 - c. The total number of people in each crew should be the total number including any working supervisors, leaders, or foremen.
 - d. The assigned responsibilities of each crew should include a listing of the areas of responsibility; i.e., mowing and trimming (breakdown services as necessary for each crew), services.
 - e. The areas serviced by each crew should be listed in the order they are serviced. Areas shall be individual geographical locations and not specific locations within any one area.
 - f. The trucks, vehicles, and equipment assigned to each crew should include all major items of equipment. The equipment listing should include sufficient nomenclature to avail a determination of the number of items, their size, and type; i.e., 1 – 1/2 Ton Pick-Up or Stakebed Truck(s), Tractor mower, etc. The first number shown in the listing should be the quantity.

QUESTION 1

[illegible][illegible]

QUESTION 1

[illegible][illegible]

2. What will be a typical daily work schedule for mowing and trimming services during the month of June?
Please give response in the format shown below:

Area	Time Allowed for Travel From Previous Location	Time Allowed for Actual Work Performance	Beginning Time for Actual Work Performance	Ending Time for Actual Work Performance	Crew Designation (Use Same As Provided in Question 1)
L. C. Boggs Lock & Dam (Recreation Side)					
J. H. Overton Lock & Dam (Recreation Side)					
J. H. Overton Lock & Dam (Office Side)					
L. C. Boggs Lock & Dam (Office Side)					

3. What is the travel distance and average driving time between the following areas? Give the response in the format shown below:

From	To	Miles	Avg. Driving Time (Minutes)
L. C. Boggs Lock & Dam (Recreation Side)	J. H. Overton Lock & Dam (Recreation Side)		
J. H. Overton Lock & Dam (Recreation Side)	J. H. Overton Lock & Dam (Office Side)		
J. H. Overton Lock & Dam (Office Side)	L. C. Boggs Lock & Dam (Office Side)		

This image shows a full page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.

5. Summarize your past contractor experience/performance below. Experience may include all government and/or non-government contracts.

**SUMMARY OF EXPERIENCE/PAST PERFORMANCE
AS A CONTRACTOR**

OFFEROR NAME : _____

Page ____ of ____

Name, Address, And Phone Number of Contracting Agency	Type of Work Performed	Number of Employees Utilized	Contract Number	Total Contract Price

6. Summarize all costs and profits as indicated on the table below relating to this contract.

SUMMARY OF COSTS AND PROFITS

OFFERER NAME : _____

CONTRACT BASE YEAR

DIRECT LABOR COSTS	EQUIPMENT COSTS	DIRECT MATERIALS & SUPPLY COSTS	<u>OTHER COSTS</u>	PROFIT	TOTAL PRICE
\$	\$	\$	\$	\$	\$

OPTION YEAR 1

DIRECT LABOR COSTS	EQUIPMENT COSTS	DIRECT MATERIALS & SUPPLY COSTS	<u>OTHER COSTS</u>	PROFIT	TOTAL PRICE
\$	\$	\$	\$	\$	\$

OPTION YEAR 2

DIRECT LABOR COSTS	EQUIPMENT COSTS	DIRECT MATERIALS & SUPPLY COSTS	<u>OTHER COSTS</u>	PROFIT	TOTAL PRICE
\$	\$	\$	\$	\$	\$

OPTION YEAR 3

DIRECT LABOR COSTS	EQUIPMENT COSTS	DIRECT MATERIALS & SUPPLY COSTS	<u>OTHER COSTS</u>	PROFIT	TOTAL PRICE
\$	\$	\$	\$	\$	\$

OPTION YEAR 4

DIRECT LABOR COSTS	EQUIPMENT COSTS	DIRECT MATERIALS & SUPPLY COSTS	<u>OTHER COSTS</u>	PROFIT	TOTAL PRICE
\$	\$	\$	\$	\$	\$

TOTAL COSTS & PROFITS (BASE AND ALL OPTION YEARS)

DIRECT LABOR COSTS	EQUIPMENT COSTS	DIRECT MATERIALS & SUPPLY COSTS	<u>OTHER COSTS</u>	PROFIT	TOTAL PRICE
\$	\$	\$	\$	\$	\$

ANNUAL STAFFING PLAN

Page ____ of ____

[illegible]

APPENDIX H

DIRECT LABOR COSTS

NOTE – LIST EACH POSITION SEPARATELY. COPY AND USE ADDITIONAL SHEETS AS NECESSARY.

[illegible][illegible]

OT Pay	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Holiday Hours													
Hol. Pay	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Totals - Amount of Pay For Each Month

Total this Page	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Last Pages	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

NOTE: Carry All Previous Page Totals to “Total Last Pages”

APPENDIX I

CONTRACTOR FURNISHED EQUIPMENT

Project Location _____

Offeror Name _____ **Page** ____ **of** ____

[illegible]

APPENDIX J

Acquisition/Utilization Agreement

Offerer Name _____ Page _____ of _____

COPY ADDITIONAL SHEETS AS NECESSARY

SUPPLIER NAME:	
SUPPLIER ADDRESS:	
SUPPLIER TELEPHONE NO.:	

This is to certify that I, as the above named supplier, intend to provide the following equipment to

_____ (Contractor Name)
 subject to all conditions and terms as set by me and agreed upon by the above named contractor. I will
 provide this equipment as a sale _____, lease/purchase _____, rental _____, subcontractor _____
 (Check One).

Item Description	Quantity	Condition (New or Used)

SUPPLIER: _____ **Date:** _____

APPENDIX K

ACCIDENT PREVENTION PROGRAM ADMINISTRATIVE PLAN

Contractor 1	Contractor Name & No. 2		Date 3
Project Superintendent 4	Shift/day 5	Hours/shift 5a	Max. Employees/shift 5b
Superintendent's training in Corps' safety requirements 6			
Major Units of Equipment 7			
Who will inspect equipment? 8	Inspector's qualifications 8a		Inspection frequency? 8b
Who is responsible for operators physicals? 9		Location of all records 10	Day and hour weekly safety meeting 11
Who is responsible for employee training? 12		Who will orient new employees? 13	
Who is responsible for cleanup? 14		Where will drinking water be obtained? 15	
Who will investigate accidents? 16		Who will be responsible for providing protective equipment? 17	
Doctors, Hospitals & Ambulance services with whom arrangements have been made for this contract.			
Doctor	Hospital	Ambulance	
18	18a	18b	
What form of communication will be used to summon ambulance? 18c			

LMV FORM 358R

APPENDIX K
ACCIDENT PREVENTION PROGRAM
ADMINISTRATIVE PLAN (CONT)

Names of first aid attendants having certificates				Type of certificate and expiration date		Name of U.S.C.G. licensed boat operators, type of license & expiration date	
19				19a		20	
21 Fire Fighting Equipment				22 First Aid Kits		23 Wash Facilities	
No.	Rating	Type	Location	No.	Type	No.	Type
				24 Toilets			
				No.	Type		
What flammable or combustible liquids or gases will be on the job site? <div style="text-align: center;">25</div>							
Where and how will combustibles be stored? <div style="text-align: center;">26</div>							
Who will be responsible for inspection and maintenance of fire fighting equipment? <div style="text-align: center;">27</div>							
If the company has a published statement of safety policy, please transmit a copy with the return of your Accident Prevention Program.							
On a separate sheet submit your proposed layout of temporary buildings and facilities (including subcontractors) and traffic patterns including access roads, haul roads, R.R.s, utilities, etc.							
<p>The _____ will pursue a positive program of training.</p> <p style="text-align: center;">(company)</p> <p>Inspections and hazard control throughout the term of this contract. Mr./MS _____</p> <p>has the responsibility and authority for enforcing them.</p>							

APPENDIX L

ACCIDENT PREVENTION PROGRAM HAZARD ANALYSIS

1. Contract No.	2. Project	3. Facility
4. Date	5. Location	6. Estimated Start Date
7. PRINCIPAL STEPS	8. POTENTIAL HAZARDS	9. RECOMMENDED CONTROLS
10. EQUIPMENT TO BE USED	11. INSPECTION REQUIREMENTS	12. TRAINING REQUIREMENTS
13. Report discussed with contractor/superintendent on Area/Resident Engineer (Signature)		14. Contracting Officer (Signature & Date) or Contracting Officer Representative

APPENDIX L (CONT)**INSTRUCTIONS FOR COMPLETION OF CEMVK 385-359-R**

Item Number	Instructions
1	Self-explanatory
2	Self-explanatory
3	The Area, Resident, Project or Field Office administering the contract
4	Date Hazard Analysis is prepared
5	Location of contract or where activity is to be performed
6	Estimated start date of the activity being analyzed
7	The principal steps of operation for the activity should be identified in the sequence in which they occur.
8	The hazards associated with each step should be identified
9	Precautionary actions and controls should be specific to the hazard identified. They should be what the contractor actually intends to implement and enforce, not general comments such as "work will be done in accordance with EM 385-1-1". Inspection procedures for equipment identified in item 10 should be stated in this item, as well as training requirements for personnel involved.
10	All major pieces of equipment used in each step of the operation should be identified.
11	List inspection requirements required by the operators manual, contract special clauses and Contractor's Representative
12	List all training requirements in contract special clauses, EM 385-1-1, and National Laws (i.e. OSHA, EPA, etc.)
13	Analysis should be signed by the Contract Superintendent or Safety Officer
14	Contractor/Project Manager should sign and date.

APPENDIX M
MANDATORY ACTIVITY HAZARD ANALYSIS ELEMENTS

PHASE OF WORK	SAFETY HAZARD	PRECAUTIONARY ACTION
Motor Vehicle Operations	Untrained and/or unqualified operators	Operators required to be familiar with equipment, trained in the operation of the equipment, and possess a valid drivers license. Operators required to be familiar with and practice “defensive driving” techniques.
	Unsafe Equipment	All equipment and vehicles are to be routinely inspected for safety features including windshields, windshield wipers, brakes, tires, lights, stop lights, turn signals, horn, and seat belts. All motor vehicles required to have a valid state motor vehicle inspection sticker.
	Unsecured passengers	Operators and all passengers are required to wear seat belts while in vehicles. Transportation of personnel on running boards, fenders, bumpers, and tail gates is prohibited.
	Stopping in curves, over hill tops, and other Hazardous areas.	Operators of all vehicles are instructed to stop only where sufficient rear sight distance is provided for rear-approaching vehicles to safely stop. Trash collection vehicles subject to sudden stop will bear large sign on rear warning motorists of such operation. All operators instructed to pull vehicle off of road in safe location.
	Pedestrians on roadways	Instruct operators to watch for pedestrians, cyclists, bicyclists, and children in public use areas and to drive slowly in these areas.

APPENDIX M
MANDATORY ACTIVITY HAZARD ANALYSIS ELEMENTS (CONT)

All Phases of Work	Falls and cuts to extremities	Employees are instructed in hazard identification and safe walking and climbing techniques
	Insect and snake bites	Employees are instructed in hazard identification and proper techniques in dealing with such hazards. Employees are provided with and instructed in proper use of first aid equipment and techniques. Employees are screened for allergies to insect bites or stings and such employees are not allowed to perform work where such hazards exists.
	Poisonous plants	Employees are instructed in hazard identification and proper techniques in dealing with the hazard. Employees are offered immunization when they are allergic to poisonous plants or they are not allowed to work where such plants exist.
	Hazardous and flammable materials	Employees are instructed in the proper handling of all hazardous or flammable materials in strict accordance with manufacturers directions.
	Employee apathy, absent mindedness, And carelessness	Safety meetings are conducted by supervisor on a weekly basis with all employees. Supervisors are required to take an active interest in employee safety and demonstrate by their actions the need for safety consciousness. Employees are required to participate in safety meetings by making presentations on specific safety subjects applicable to the job requirements. Prospective employees are screened for their previous safety performance/accidents, job related experiences, and physical and mental limitations which could affect safety

APPENDIX M
MANDATORY ACTIVITY HAZARD ANALYSIS ELEMENTS (CONT)

All Phases of Work – Contd.		on the job. All employees are provided a copy of both the administrative plan and the job hazard analysis before work begins and, if hired during the contract period, then at the time of hiring.
	Lack of qualified supervision	All supervisors are required to be experienced in all phases of work and trained in employee supervision and safety.
Application of herbicides	Inhalation or absorption of chemical	All applicators will read and follow material safety data sheets. Application will be done in accordance with label directions. All applicators will wear appropriate personal protective equipment. All applicators will be licensed and certified.

APPENDIX N

INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

R.1. Preparation of Request For Quotation (RFQ). Reference contract clause 52.212-1, Instructions To Offerors--Commercial Items. The offeror shall submit one original and one copy of their RFQ for evaluation. The Government intends to evaluate offers and award one firm, fixed-price service contract without discussions with offerors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

R.1.1 Introduction. RFQs are to consist of the two basic components as listed below:

- a. Technical and Management Capability and Experience/Past Performance (Volume I)
- b. Cost (Volume II)

To aid offerors in the preparation of their RFQ and to help lend to a uniform evaluation by the Government, the RFQ format and content has been standardized for this solicitation. You will find attached to this RFQ a packet in the Statement of Work (SOW) Appendix F, Assessment of Work Understanding to this solicitation. This packet is to be completed by you and will basically comprise your RFQ. You may not vary from this format of this packet, however, any additional information required by this solicitation or that you feel will be supportive to your RFQ, may be submitted separately. Such information should be plainly written or typed on 8-1/2" x 11-inch paper, with a minimum of 1-inch left margin to allow for binding perforations. However, all sheets submitted, including the requisite RFQ packet, shall not be permanently bound so that changes may be incorporated, as necessary, into the final contract document. Conformance with the requested format demonstrates ability to follow directions and also an understanding of the solicitation requirements.

R.1.2. Offeror's Responsibility. It is the offeror's responsibility to insure the completeness and accuracy of his or her RFQ. Excepting any apparent clerical mistakes found in the bidding schedule, corrections will not be made by the Government. Errors in the RFQ will be considered, among other factors, as a reflection of the offeror's technical and management capability.

R.1.3. Policy on Requests By Prospective Offerors for Assistance in the Preparation of Proposals. It is the policy of the U. S. Army Corps of Engineers to not provide any assistance to prospective offerors in the preparation of their RFQ. However, this is not meant to preclude offeror's requests for information or clarification. Information will be provided if it is available and releasable; while clarification will be provided in all cases.

R.1.4. Technical and Management Capability, and Experience/Past Performance RFQ Content.

R.1.4.1. General. In SOW Appendices you will find forms relating to your planned staffing, equipment, work understanding, and experience/past performance. You should complete each of these forms in accordance with the following instructions. Also, please place your company name at the top of each page of these forms.

R.1.4.2. Instructions for Completion of Annual Staffing Plan. The Annual Staffing Plan, Appendix G consists of one form covering a typical year as found in the RFQ packet. This form includes columns for each month. It also includes rows for various types of employees that you may plan to use in the performance of the required services. In the event that an employee is to be used for more than a single activity, he or she should be shown in all appropriate locations on the forms. However, in such instances, care should be exercised to not duplicate or overlap hours of utilization. It is not the intent of this form to imply that all blanks must be completed for all months. It is expected that you will show staff utilization which varies in both numbers of employees and hours worked as the workload varies. Offerors should estimate the number of hours to be worked, separately, as regular time and overtime by each staff member, and show these hours for each period on the forms. Offerors should be cognizant of current labor laws and regulations as they pertain to regular time and overtime when completing these forms. In the event

you plan to utilize a subcontractor or subcontractors, in any form, please include all subcontractor employees on this form as if they were your employees. However, the affiliation of these employees should be identified by simple notation on this form, i.e., by an asterisk and corresponding footnote. In planning for the use of subcontractors, offerors shall be cognizant of the contract clause 52.219-14 entitled LIMITATIONS ON SUBCONTRACTING.

R.1.4.3. Instructions for Describing Proposed Equipment. Your description of proposed equipment is to be made on the forms included in the RFQ packet which bear the following titles:

Contractor Furnished Equipment, Appendix I
Acquisition/Utilization Agreement, Appendix J

The information provided on the form entitled Contractor Furnished Equipment, Appendix I should represent all equipment that is proposed to be provided during the maximum possible contract period (potentially 5 years), including that to be provided by subcontractors, if any. Therefore, planned replacements of equipment should also be shown on these forms. In all instances where the equipment you are proposing is not currently owned or held by you, then your acquisition or utilization agreement should be documented on the Acquisition/Utilization Agreement form, Appendix J. In the instance of planned equipment replacements, only those which will occur in the first contract year need to be documented on the Acquisition/Utilization Agreement forms. Also, separate agreement forms should be provided for each prospective supplier of equipment and clearly bear the identity of the equipment items.

R.1.4.4. Instructions for Completion of Assessment of Work Understanding. The Assessment Of Work Understanding, Appendix F, consists of questions with space provided for written answers. These questions should be carefully considered before providing answers. The questions included in this assessment are self-explanatory. Therefore, no further instructions are provided at this point.

R.1.4.5. Instructions For Describing Experience/Past Performance as a Contractor. Prior experience/past performance, as a Contractor should be reported on the form in the RFQ packet which bears the title Summary of Experience/Past Performance As A Contractor, Appendix F, Question 5. The information requirements on this form are self-explanatory. In the event you plan to utilize a subcontractor or subcontractors who have previous contract experience, separate sheets should be completed for each. Also, please include the subcontractor's name on these sheets together with your own. In planning for the use of subcontractors, offerors shall be cognizant of the contract clause 52.219-14 entitled LIMITATIONS ON SUBCONTRACTING. Offerors shall address in their RFQ their past performance in complying with the requirements of contract clause 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns. Offerors are directed to FAR 15.305 and advised that where they are without a record of relevant past performance, or where information on past performance is not available, the Offeror may not be evaluated either favorably or unfavorably on past performance. Offerors are reminded that the Government reserves the right to obtain past performance information from any source available to it. When identifying contracts for past performance evaluation, Offerors are encouraged to provide information on problems encountered on those contracts, and corrective actions taken. You are also encouraged to provide information that may aid in evaluation of your successful past performance on these projects (i.e., letters of appreciation, performance evaluations, commendations, etc.).

R.1.5. Cost / Pricing RFQ Content.

R.1.5.1. General. Your cost/pricing RFQ shall consist of following basic components:

- a. Fully Completed Standard Form (SF) 1449 Solicitation/Contract/Order For Commercial Items.
- b. Fully Completed Bidding Schedule for the base year and all option years.
- c. Cost Breakdown.
- d. Fully Completed Representations and Certifications 52.212-3, Offeror Representations and Certifications--Commercial Items Alternate 1; 252.212-7000, Offeror Representations and Certifications--Commercial Items; and 252.225-7000, Buy American Act--Balance of Payments Program Certificate.

- e. Completed and signed copy of each Amendment issued for this solicitation, if any.

The Bidding Schedule comprises the schedule of pricing. This to be used for bid evaluation purposes and, after award, for billing purposes. It is self-explanatory. The cost breakdown shall consist of the following components. It will be used to substantiate pricing contained in the Bidding Schedule, i.e., the two components must fully tie to each other.

- a. Direct Labor Costs, Appendix H
- b. Equipment Costs, Appendix I
- c. Summary of Costs and Profits, Appendix F Question 6

Forms bearing the preceding titles are included in the RFQ packet for your use in submitting your cost breakdown. It is the intent of these forms to provide an accounting trail for all cost and profit elements leading to the prices contained in the bidding schedule. Therefore, the totals on the summary form for cost and profit should correspond to the total price for each contract period contained in bidding schedule. Specific instructions relating to each form are provided as follows. The numerical contract periods shown on each of these forms represent the contract year, i.e., base year = "1", first option year = "2", etc. The applicable period should be circled on each form you use. If additional forms are required, you may reproduce them as necessary.

R.1.5.2. Direct Labor Costs. Direct labor costs will be reported on the form entitled Direct Labor Costs, Appendix H. This form should be limited to the pure salaries of non-supervisory personnel without including other add-on costs such as social security tax, insurance, health benefits, Workman's Compensation contributions, etc. These add-on costs and all other related costs are to be reported as "other costs" as discussed Paragraph R.1.5.4.4.. All subcontractor direct labor costs should be included on this form and so identified by an asterisk and corresponding footnote. Also, the salaries of on-site supervisory personnel should be reported as "other costs."

R.1.5.3. On-Site Equipment Costs. On-site equipment costs include costs for the purchase, lease, rental, repair, and maintenance of these items; but not the cost for manning or fuel. Manning costs should be included as "direct labor", and fuel costs as "direct materials and supply" costs. Items of equipment to be listed on the form entitled Contractor Furnished Equipment, Appendix I, are listed below. Similar items may also be listed. Also, each item should be listed separately according to their serial numbers.

Trucks
Automobiles
Trailers
Portable Pressurized Water Systems

Other smaller items of equipment should be reported as "Direct Materials and Supply Costs" in the Summary of Costs and Profits form, Appendix F, question 6.

R.1.5.4. Summary of Costs and Profits. Summary of costs and profits are the offeror's annual summary of the following:

Direct Labor Costs
Equipment Costs
Direct Materials and Supply Costs
Other Costs
Profit

R.1.5.4.1. Direct Labor Costs. Refer to Paragraph R.1.5.2 of this appendix. Summarize annual costs for each performance period.

R.1.5.4.2. On-site Equipment Costs. Refer to Paragraph R.1.5.3 of this appendix. Summarize annual costs for each performance period.

R.1.5.4.3 Direct Materials and Supply Costs. Direct materials and supply costs include those materials, supplies, and small equipment items used or consumed on the job. Summarize total costs for each performance period. Costs may include, but are not limited to, those for the following items:

- Fuel
- Cleaning supplies
- Small tools and equipment

R.1.5.4.4. Other Costs. All other costs should be itemized. Summarize annual costs for each performance period. Costs may include, but are not limited to, the following items:

- Fringe benefits
- Clerical, accounting, and management expense
- Personal safety equipment
- Uniforms
- Travel and transportation expense by home office personnel
- Employee training
- Mobilization & demobilization
- Home office facility expense
- Social security tax
- Landfill fees
- Insurance
- Permit & license fees
- Other taxes
- Proposal preparation costs
- Pure salaries of on-site supervisors
- Job-site office/shop/storage expense

The Summary of Cost & Profits form should contain the total individual costs for each contract period as calculated and/or brought forward from the individual sheets (i.e. Direct Labor Cost and Equipment Costs forms). The totals for each contract period on the summary sheet should correspond to the total price for each contract period contained in the bidding schedule.

R.2. Site Visit. Offerors are urged and expected to inspect the sites where services are to be performed to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event, shall failure to inspect the site constitute grounds for a claim after contract award. Requests for accompanied site visits at any location at other times may be directed to COR, 3505 South Grand Street, Monroe, Louisiana 71202-5273, telephone number 318-322-6391 extension 101. Collect calls will not be accepted. However, any accompaniment by Government officials are subject to their availability as determined by the COR. Also, during all site visits, offerors shall not solicit advice or assistance from any Government employee pertaining to RFQ preparation, scope, or content. Also, any advice or assistance provided by a Government employee pertaining to RFQ preparation, scope, or content shall not, in any way, be binding upon the Government. Oral questions pertaining to the scope of work or other contractual matters will not be entertained during the site visits. Any questions concerning this RFQ should immediately be directed to.

R.3. Telegraphic RFQs. Telegraphic offers are not authorized.

R.4. Marking of Offers. Envelopes must be sealed and addressed as follows:

USACE, Vicksburg District
Attn: CEMVK-CT-S, Renee Conn
4155 Clay Street
Vicksburg, MS 39183-3435

The envelope should be marked in the lower left hand corner, as follows:

RFQ: DACW38-04-T-0018

Closing Date: 11 March 2004, 11:00 AM, Local time at place of closing.

For: Mowing and Trimming, Plant Bed Maintenance, and Drift Removal Services at Lindy C. Boggs Lock and Dam and John H. Overton Lock and Dam on the J. Bennett Johnston Waterway in Louisiana

APPENDIX O

Evaluation Factors for Award

S.1. Government Intent Relating to Award. It is the Government's intent to evaluate offers and award one firm, fixed-price service contract pursuant to this solicitation without discussions with offerors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

S.2. Inspection of Offeror's Equipment. If an offer submitted in response to this solicitation is favorably considered, the Government may contact the offeror and arrange for the inspection of equipment proposed by the offeror.

S.3. Evaluation and Selection Procedures. See Contract Clause 52.212-2, Evaluation--Commercial Items. Selection of a Contractor will be made by an integrated assessment of the RFQs submitted and in light of the following criteria. The integrated assessment will involve a determination by the Government of the overall merit of each offeror's RFQ, recognizing that subjective judgment on the part of the Government evaluators is implicit in the entire process. This determination will be made in the following sequence:

- a. The quality and sufficiency of all offeror's RFQs will be evaluated for technical and management capability and experience/past performance and assigned an adjectival rating based upon the criteria set forth herein.
- b. A separate cost/price evaluation will be performed.
- c. If no award on initial offers is made under the authority of Paragraph S.4. then the procedures of Federal Acquisition Regulations (FAR) Part 15, SubPart 101-1 Tradeoff Process will be utilized in making a recommendation for award which will be provided to the Contracting Officer as a basis for final determination.

Award will be made to the responsive, responsible offeror whom the Government determines is able to accomplish the necessary work in a manner most advantageous to the Government. The evaluation of technical and management capabilities and experience/past performance will be accomplished without reference to cost. Cost will be evaluated separately. The offeror's proposed technical capability will have greater importance than the proposed management capability. The offeror's proposed management capability will be equal in importance to the combination of experience/past performance. The evaluation of technical and management capability and experience/past performance, when combined, are significantly more important than cost.

S.3.1. Evaluation of Technical Capability. The technical aspects of the RFQ will be evaluated for their adequacy and reasonableness in the following areas. These factors have equal importance in the evaluation.

- a. Understanding of the contract requirements
- b. Proposed staffing
- c. Proposed equipment

S.3.2. Evaluation of Management Capability. The management aspects of the RFQ will be evaluated for their adequacy and reasonableness in the following areas. These factors are in descending order of importance in the evaluation.

- a. Adequacy and reasonableness of work plans.
- b. Adequacy and reasonableness of personnel management policies and procedures.

S.3.3. Evaluation of Experience/Past Performance. Experience/past performance will be evaluated in the following areas. Factors a, b, and c will have equal importance in the evaluation. Factor d will have less importance in the

evaluation than factors a, b or c. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

a. Prior staff supervisory and management experience in mowing and trimming, plant bed maintenance and drift removal services or other similar multi-tasked work.

b. Prior experience as a Contractor in mowing and trimming, plant bed maintenance and drift removal services or other similar multi-tasked work.

c. Past performance as a Contractor in mowing and trimming, plant bed maintenance and drift removal services or other related work.

d. Past performance in complying with the requirements of contract clause 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns.

S.3.4. Evaluation of Cost/Pricing RFQs. Cost/pricing RFQs will not be given an adjectival rating, but will be evaluated for reasonableness by cost/price analysis. The total estimated contract cost/price will be considered as an independent element from the technical, management, and experience/past performance evaluations. Cost/Price RFQs will be reviewed for completeness, credibility, and compatibility with the technical and management RFQs. Additional details concerning evaluation of the cost/price RFQs is furnished as follows:

S.3.4.1. Completeness of Cost/Price RFQs. Cost/price RFQs will be evaluated to determine the extent to which all cost/price elements of the offer have been addressed and the adequacy of the offer in fulfilling the requirements of the solicitation/contract. In addition, responses to deficiencies identified by the Government evaluators will be considered together with the traceability and continuity of all data submitted.

S.3.4.2. Realism of Cost/Price RFQs. Cost/Price RFQs will be evaluated to determine the extent to which proposed costs/price are comparable with the Government estimate.

S.4 Award. It is the Government's intent to award without discussions. Award will be made to the responsible offeror whose offer represents the best value to the Government, in consideration of all factors, including technical and management capability, experience and past performance, and cost, including all options periods. The basis for award will be an acceptable RFQ, the price or cost of which may not be the lowest. However, if the award is not based on the lowest price or cost, the RFQ must be sufficiently more advantageous than the lowest priced RFQ so as to justify the payment for additional costs. **If an offeror submits a RFQ which is, in the Contracting Officer's opinion, clearly and substantially more advantageous to the Government than any other RFQ, an award may be made on the initial offer. Therefore, offerors should submit their initial offers based upon terms and conditions, which they consider to be the most favorable to the Government.**

S.5. Relationship of Accepted RFQ Content to the Contract Requirements. By acceptance of an offeror's RFQ, the Government does not warrant that capability presented by the offeror will, at all times, be sufficient to perform the required services. **However, by the submission of an offer pursuant to this solicitation, you, as the offeror, agree that the capability presented in your RFQ, as accepted by the Government, and upon award of a contract, becomes a contract requirement for a minimum equivalent capability.** Subsequently, a failure to provide such minimum capability which results in deficient contract performance, can place the contract in jeopardy of default.

S.6. Arithmetic Discrepancies. For the purpose of initial evaluation of offers, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by the offeror.

- a. Obviously misplaced decimal points will be corrected;
- b. Discrepancy between unit price and extended price, the unit price will govern;
- c. Apparent errors in extension of unit prices will be corrected;

d. Apparent errors in lump-sum and extended prices will be corrected.

For the purpose of offer evaluation, the Government will proceed on the assumption that the offeror intends his/her offer to be evaluated on the basis of the unit price, the totals arrived at by resolution of arithmetic discrepancies as provided above and the offer will be so reflected on the abstract of offers. These correction procedures shall not be used to resolve any ambiguity concerning which offer is low.

APPENDIX P

Date _____

**U. S. ARMY CORPS OF
ENGINEERS PEST
CONTROL PROGRAM
POST-APPLICATION
DOCUMENTATION FORM**

U.S. Army Corps of Engineers,
Vicksburg District

MONROE NAVIGATION
PROJECT OFFICE
3505 South Grand St.
Monroe, LA 71202
(318) 322-6391

MONROE NAVIGATION PROJ. OFC.
CEMVK-OD-RM

CONTRACTOR

APPLICATOR

Addr: _____

Addr: _____

City: _____

City: _____

State _____ ZIP _____

State _____ ZIP _____

Phone _____

Phone _____

TARGET PEST : _____

DATE OF APPLICAT	TIME OF DAY	AIR RELATIVE HUMIDITY	TEMP	CLOUD COVER	WIND DIRECTION AND SPEED	ACREAGE TREATED

DESCRIPTION OF TREATED AREA:

PESTICIDE (TRADE NAME):

FORM APPLIED:

ACTIVE INGREDIENTS:

EPA REGISTRATION _____ EPA CLASSIFICATION _____

HOW THE PESTICIDE WAS MIXED:

APPLICATION RATE:

APPLICATION EQUIPMENT USED _____ AMOUNT APPLIED _____

DISPOSAL INFORMATION

DISPOSAL DATE _____

METHOD _____ LOCATION _____

(Use Reverse Side If Necessary)

WAGE DETERMINATION

94-2229 LA,ALEXANDRIA

WAGE DETERMINATION NO: 94-2229 REV (20) AREA: LA,ALEXANDRIA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD: 94-2230**

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2229
Director	Wage Determinations	Revision No.: 20
		Date Of Revision: 09/04/2003

State: Louisiana

Area: Louisiana Parishes of Acadia, Allen, Avoyelles, Beauregard, Caldwell,
Catahoula, Concordia, Evangeline, Franklin, Grant, La Salle, Natchitoches, Rapides,
Sabine, Tensas, Vernon, Winn

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.47
01012 - Accounting Clerk II	10.66
01013 - Accounting Clerk III	13.96
01014 - Accounting Clerk IV	15.19
01030 - Court Reporter	12.66
01050 - Dispatcher, Motor Vehicle	9.66
01060 - Document Preparation Clerk	9.27
01070 - Messenger (Courier)	7.43
01090 - Duplicating Machine Operator	9.27
01110 - Film/Tape Librarian	12.02
01115 - General Clerk I	8.40
01116 - General Clerk II	9.30
01117 - General Clerk III	10.23
01118 - General Clerk IV	12.93
01120 - Housing Referral Assistant	14.59
01131 - Key Entry Operator I	8.96
01132 - Key Entry Operator II	11.37
01191 - Order Clerk I	10.11
01192 - Order Clerk II	11.95
01261 - Personnel Assistant (Employment) I	9.19
01262 - Personnel Assistant (Employment) II	10.93
01263 - Personnel Assistant (Employment) III	12.24
01264 - Personnel Assistant (Employment) IV	15.15

01270 - Production Control Clerk	14.33
01290 - Rental Clerk	10.95
01300 - Scheduler, Maintenance	11.30
01311 - Secretary I	11.30
01312 - Secretary II	12.55
01313 - Secretary III	14.59
01314 - Secretary IV	16.21
01315 - Secretary V	17.65
01320 - Service Order Dispatcher	13.82
01341 - Stenographer I	9.47
01342 - Stenographer II	10.12
01400 - Supply Technician	15.19
01420 - Survey Worker (Interviewer)	12.21
01460 - Switchboard Operator-Receptionist	8.83
01510 - Test Examiner	12.55
01520 - Test Proctor	12.55
01531 - Travel Clerk I	8.90
01532 - Travel Clerk II	9.63
01533 - Travel Clerk III	10.16
01611 - Word Processor I	8.85
01612 - Word Processor II	9.98
01613 - Word Processor III	11.06
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	8.99
03041 - Computer Operator I	10.38
03042 - Computer Operator II	12.50
03043 - Computer Operator III	15.00
03044 - Computer Operator IV	16.65
03045 - Computer Operator V	18.49
03071 - Computer Programmer I (1)	13.99
03072 - Computer Programmer II (1)	17.34
03073 - Computer Programmer III (1)	20.87
03074 - Computer Programmer IV (1)	21.91
03101 - Computer Systems Analyst I (1)	17.56
03102 - Computer Systems Analyst II (1)	20.81
03103 - Computer Systems Analyst III (1)	23.93
03160 - Peripheral Equipment Operator	10.03
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	14.50
05010 - Automotive Glass Installer	12.76
05040 - Automotive Worker	12.76
05070 - Electrician, Automotive	13.63
05100 - Mobile Equipment Servicer	11.17
05130 - Motor Equipment Metal Mechanic	14.50
05160 - Motor Equipment Metal Worker	13.15
05190 - Motor Vehicle Mechanic	14.50
05220 - Motor Vehicle Mechanic Helper	10.15
05250 - Motor Vehicle Upholstery Worker	12.04
05280 - Motor Vehicle Wrecker	12.76
05310 - Painter, Automotive	13.63
05340 - Radiator Repair Specialist	12.76
05370 - Tire Repairer	10.79
05400 - Transmission Repair Specialist	14.50
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	6.44
07010 - Baker	11.30
07041 - Cook I	8.41
07042 - Cook II	10.23
07070 - Dishwasher	6.63
07130 - Meat Cutter	10.23

07250 - Waiter/Waitress	7.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.63
09040 - Furniture Handler	9.68
09070 - Furniture Refinisher	13.63
09100 - Furniture Refinisher Helper	10.15
09110 - Furniture Repairer, Minor	12.04
09130 - Upholsterer	13.63
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.15
11060 - Elevator Operator	7.95
11090 - Gardener	8.94
11121 - House Keeping Aid I	6.49
11122 - House Keeping Aid II	7.14
11150 - Janitor	7.74
11210 - Laborer, Grounds Maintenance	8.01
11240 - Maid or Houseman	6.31
11270 - Pest Controller	10.65
11300 - Refuse Collector	8.31
11330 - Tractor Operator	7.16
11360 - Window Cleaner	8.61
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.13
12071 - Licensed Practical Nurse I	10.88
12072 - Licensed Practical Nurse II	12.22
12073 - Licensed Practical Nurse III	13.66
12100 - Medical Assistant	10.97
12130 - Medical Laboratory Technician	12.96
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.27
12222 - Nursing Assistant II	8.17
12223 - Nursing Assistant III	8.92
12224 - Nursing Assistant IV	10.00
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.86
12311 - Registered Nurse I	16.37
12312 - Registered Nurse II	20.02
12313 - Registered Nurse II, Specialist	20.02
12314 - Registered Nurse III	24.24
12315 - Registered Nurse III, Anesthetist	24.24
12316 - Registered Nurse IV	29.05
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.59
13011 - Exhibits Specialist I	11.61
13012 - Exhibits Specialist II	13.85
13013 - Exhibits Specialist III	17.78
13041 - Illustrator I	11.61
13042 - Illustrator II	13.85
13043 - Illustrator III	17.78
13047 - Librarian	17.82
13050 - Library Technician	11.35
13071 - Photographer I	10.46
13072 - Photographer II	12.49
13073 - Photographer III	16.02
13074 - Photographer IV	17.79
13075 - Photographer V	19.75
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.34

15030 - Counter Attendant	6.34
15040 - Dry Cleaner	7.60
15070 - Finisher, Flatwork, Machine	6.34
15090 - Presser, Hand	6.34
15100 - Presser, Machine, Drycleaning	6.34
15130 - Presser, Machine, Shirts	6.34
15160 - Presser, Machine, Wearing Apparel, Laundry	6.34
15190 - Sewing Machine Operator	8.02
15220 - Tailor	8.68
15250 - Washer, Machine	7.16
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	13.63
19040 - Tool and Die Maker	16.99
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.72
21020 - Material Coordinator	10.23
21030 - Material Expediter	10.23
21040 - Material Handling Laborer	9.84
21050 - Order Filler	9.92
21071 - Forklift Operator	11.87
21080 - Production Line Worker (Food Processing)	10.23
21100 - Shipping/Receiving Clerk	11.04
21130 - Shipping Packer	10.19
21140 - Store Worker I	8.41
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	11.44
21210 - Tools and Parts Attendant	11.13
21400 - Warehouse Specialist	9.85
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.17
23040 - Aircraft Mechanic Helper	12.84
23050 - Aircraft Quality Control Inspector	19.40
23060 - Aircraft Servicer	15.22
23070 - Aircraft Worker	16.15
23100 - Appliance Mechanic	13.63
23120 - Bicycle Repairer	10.79
23125 - Cable Splicer	15.95
23130 - Carpenter, Maintenance	13.63
23140 - Carpet Layer	12.76
23160 - Electrician, Maintenance	16.55
23181 - Electronics Technician, Maintenance I	14.68
23182 - Electronics Technician, Maintenance II	15.94
23183 - Electronics Technician, Maintenance III	17.37
23260 - Fabric Worker	11.76
23290 - Fire Alarm System Mechanic	14.50
23310 - Fire Extinguisher Repairer	11.17
23340 - Fuel Distribution System Mechanic	15.79
23370 - General Maintenance Worker	13.32
23400 - Heating, Refrigeration and Air Conditioning Mechanic	14.50
23430 - Heavy Equipment Mechanic	18.13
23440 - Heavy Equipment Operator	14.50
23460 - Instrument Mechanic	16.67
23470 - Laborer	9.67
23500 - Locksmith	13.63
23530 - Machinery Maintenance Mechanic	14.50
23550 - Machinist, Maintenance	14.50
23580 - Maintenance Trades Helper	11.17
23640 - Millwright	14.50
23700 - Office Appliance Repairer	13.63
23740 - Painter, Aircraft	13.63
23760 - Painter, Maintenance	13.63

23790 - Pipefitter, Maintenance	17.14
23800 - Plumber, Maintenance	16.22
23820 - Pneudraulic Systems Mechanic	14.50
23850 - Rigger	14.50
23870 - Scale Mechanic	13.15
23890 - Sheet-Metal Worker, Maintenance	14.50
23910 - Small Engine Mechanic	12.70
23930 - Telecommunication Mechanic I	14.79
23931 - Telecommunication Mechanic II	17.64
23950 - Telephone Lineman	16.68
23960 - Welder, Combination, Maintenance	14.50
23965 - Well Driller	14.50
23970 - Woodcraft Worker	14.50
23980 - Woodworker	11.17
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	11.84
24600 - Chore Aid	6.88
24630 - Homemaker	11.98
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	15.68
25040 - Sewage Plant Operator	15.68
25070 - Stationary Engineer	14.50
25190 - Ventilation Equipment Tender	11.19
25210 - Water Treatment Plant Operator	15.68
27000 - Protective Service Occupations	
(not set) - Police Officer	14.75
27004 - Alarm Monitor	10.26
27006 - Corrections Officer	12.33
27010 - Court Security Officer	12.62
27040 - Detention Officer	12.62
27070 - Firefighter	12.62
27101 - Guard I	7.77
27102 - Guard II	12.48
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	12.60
28020 - Hatch Tender	12.60
28030 - Line Handler	12.60
28040 - Stevedore I	11.34
28050 - Stevedore II	12.88
29000 - Technical Occupations	
21150 - Graphic Artist	15.94
29010 - Air Traffic Control Specialist, Center (2)	29.10
29011 - Air Traffic Control Specialist, Station (2)	20.06
29012 - Air Traffic Control Specialist, Terminal (2)	22.09
29023 - Archeological Technician I	12.95
29024 - Archeological Technician II	14.57
29025 - Archeological Technician III	18.00
29030 - Cartographic Technician	18.00
29035 - Computer Based Training (CBT) Specialist/ Instructor	17.20
29040 - Civil Engineering Technician	16.16
29061 - Drafter I	9.81
29062 - Drafter II	11.75
29063 - Drafter III	14.02
29064 - Drafter IV	18.00
29081 - Engineering Technician I	10.13
29082 - Engineering Technician II	12.13
29083 - Engineering Technician III	14.48
29084 - Engineering Technician IV	18.58
29085 - Engineering Technician V	22.84

29086 - Engineering Technician VI	29.52
29090 - Environmental Technician	18.00
29100 - Flight Simulator/Instructor (Pilot)	20.81
29160 - Instructor	14.93
29210 - Laboratory Technician	13.02
29240 - Mathematical Technician	18.00
29361 - Paralegal/Legal Assistant I	13.43
29362 - Paralegal/Legal Assistant II	17.25
29363 - Paralegal/Legal Assistant III	19.68
29364 - Paralegal/Legal Assistant IV	23.81
29390 - Photooptics Technician	17.92
29480 - Technical Writer	20.13
29491 - Unexploded Ordnance (UXO) Technician I	18.49
29492 - Unexploded Ordnance (UXO) Technician II	22.37
29493 - Unexploded Ordnance (UXO) Technician III	26.81
29494 - Unexploded (UXO) Safety Escort	18.49
29495 - Unexploded (UXO) Sweep Personnel	18.49
29620 - Weather Observer, Senior (3)	19.26
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.37
29622 - Weather Observer, Upper Air (3)	14.37
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	10.65
31260 - Parking and Lot Attendant	6.78
31290 - Shuttle Bus Driver	11.23
31300 - Taxi Driver	8.41
31361 - Truckdriver, Light Truck	11.23
31362 - Truckdriver, Medium Truck	12.20
31363 - Truckdriver, Heavy Truck	14.07
31364 - Truckdriver, Tractor-Trailer	14.07
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	7.63
99030 - Cashier	7.05
99041 - Carnival Equipment Operator	10.29
99042 - Carnival Equipment Repairer	11.33
99043 - Carnival Worker	7.27
99050 - Desk Clerk	8.63
99095 - Embalmer	18.49
99300 - Lifeguard	9.72
99310 - Mortician	18.49
99350 - Park Attendant (Aide)	12.20
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.72
99500 - Recreation Specialist	11.97
99510 - Recycling Worker	8.37
99610 - Sales Clerk	8.82
99620 - School Crossing Guard (Crosswalk Attendant)	7.17
99630 - Sport Official	9.72
99658 - Survey Party Chief (Chief of Party)	12.87
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.70
99660 - Surveying Aide	7.93
99690 - Swimming Pool Operator	8.09
99720 - Vending Machine Attendant	7.84
99730 - Vending Machine Repairer	9.30
99740 - Vending Machine Repairer Helper	7.84

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

NATIONAL AGENCY CHECK (NAC)

National Agency Check (NAC). All contractors (U. S. Citizens and Non-U.S. Citizens) working under this contract who require access to Automated Information Systems (AIS), (stand-alone computers, networked computers/systems, email) shall at a minimum be designated into an ADP-III Position (non-sensitive), IAW Army Regulation 380-67, Personnel Security, Army Regulation 380-19, Information Systems Security and DOD 5220-22-R, Industrial Security Regulation. The investigation must be completed before the individual is permitted access to AIS and is placed in an ADP-III position. The investigative requirements for an ADP-III Position is a favorable National Agency Check (NAC), SF-95P, Public Trust Position. The Commander, ERDC, may grant waivers, on a case by case basis, and allow assignment to an ADP-III Position, and access to AIS, once the NAC investigation has been formally requested (totally completed and mailed), awaiting the results. Contractors (Companies) that have a Cage Code and Facility Security Clearance through the Defense Security Service, shall process the NAC's and forward visit request/results of NAC to the ERDC Security Office. For those contractors who do not have a Cage Code or Facility Security Clearance, the ERDC Security Office will process the investigation in coordination with the contractor and contract employee.

CLAUSES INCORPORATED BY FULL TEXT

52.000-4014**MINIMUM REQUIRED INSURANCE**

(The following clause is applicable if the services involved are performed on a Government installation. Government installation is defined as property where the Government holds by fee simple title, by construction right-of-way, or perpetual easement, etc., an interest in real property.) See Special Clause entitled "INSURANCE - WORK ON A GOVERNMENT INSTALLATION."

a. WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. Contractor shall comply with all applicable workmen's compensation Statutes of the [REDACTED] of Louisiana, and shall furnish evidence of Employer's Liability Insurance in an amount of not less than \$100,000.

b. GENERAL LIABILITY INSURANCE. Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence on the comprehensive form of policy and property damage insurance of \$20,000 per occurrence on the comprehensive form of policy.

c. AUTOMOBILE LIABILITY INSURANCE. Minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. This insurance shall be on the comprehensive form of policy and shall

cover the operation of all automobiles used in the performance of the contract.

52.000-4155

INFORMATION CONCERNING THIS SOLICITATION

Information concerning this solicitation may be obtained by writing the Commander, U. S. Army Engineer District, Vicksburg, ATTN: Vicksburg Consolidated Contracting Office, 4155 Clay Street, Vicksburg, Mississippi 39183-3435, or by calling Renee Conn, (at your expense) at the above address, telephone (601)631-5343. COLLECT TELEPHONE CALLS WILL NOT BE ACCEPTED.

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not

enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern

or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end

product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are

included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

__xx_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I (MAR 1999) to 52.219-5.

___(iii) Alternate II to (JUNE 2003) 52.219-5.

__xx_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

__xx_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___(iii) Alternate II (OCT 2001) of 52.219-9.

__xx_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

__xx_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

__xx_ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

__xx_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

__xx_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

__xx_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__xx_ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

xx (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

xx (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

xx (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this

paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided

that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
Laborer, Grounds Maintenance	\$7.54
Tractor Operator	\$6.74

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-5001 CONTINUING CONTRACTS (MAR 1995)--EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$100.00 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to

become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Chief, Vicksburg Consolidated Contracting Office
ATTN: CEMVK-CT-S
4155 Clay Street
Vicksburg, MS 39183

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly

provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (☐ Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

☐ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

☐ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☐ 252.232-7003 Electronic Submission of Payment Requests (DEC 2003) (10 U.S.C. 2227).

____ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000)
(____ Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

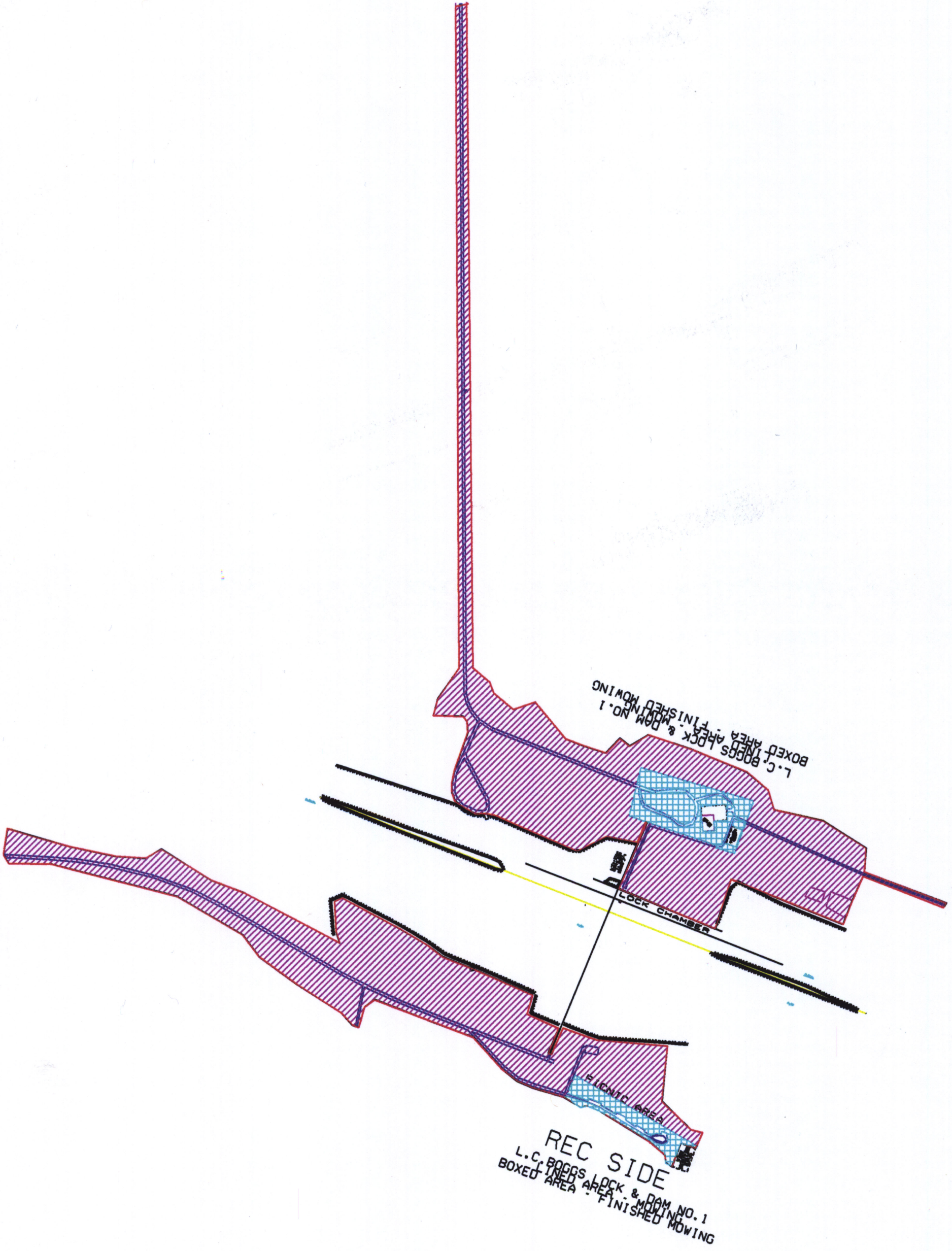
(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)



REC SIDE
L.C. BOGGS LOCK & DAM NO. 1
BOXED AREA - FINISHED MOWING

L.C. BOGGS LOCK & DAM NO. 1
BOXED AREA - FINISHED MOWING

